1392.

SUPREME COURT OF THE UNITED STATES.

No. 105.

JOHN GARROW, THOS. Y. HOW, JR., JAMES SEYMOUR, AND GEORGE MILLER, COMPL'TS AND APP'TS,

vs.

AMOS DAVIS, GEORGE W. PICKERING, WM. McCRILLIS, AND EPHRAIM PAULK.

APPEAL FROM THE CIRCUIT COURT, U. S., FOR THE DISTRICT OF MAINE.

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MAINE DISTRICT, *First circuit, ss:*

At a circuit court of the United States, for the first circuit and district of Maine, begun and holden at Portland, within and for said district, on the twenty-third day of September, in the year of our Lord one thousand eight hundred and fifty-one—

Present, the honorable Ashur Ware, district judge.

[NOTE.—Judge Woodbury being a relative of one of the parties, took no part in the decision of this case.]

JOHN GARROW and als.
vs.
AMOS DAVIS and als. } In equity.

On the third day of September, in the year of our Lord one thousand eight hundred and forty-seven, was filed by B. F. Hallett, solicitor for the complainants, the following bill in equity:

Plaintiffs' bill.

UNITED STATES OF AMERICA,
First circuit and district of Maine.

To the honorable the judges of the circuit court of the United States, for the district of Maine.

John Garrow, of Jackson, in the State of Michigan, and a citizen of the said State of Michigan, and Thomas Y. How, jr., and James Seymour, both of Auburn, in the county of Cayuga, Heman Norton, of the city of Brooklyn, and George Miller, of the town of Riverhead, in the county of Suffolk, all of the State of New York, and citizens of the said State of New York, bring this their bill against Amos Davis, George W. Pickering, William M'Crillis, and Ephraim Paulk, all of the city of Bangor, in the State of Maine, and citizens of the said State of Maine.

And thereupon your orators humbly complaining show, that on or about the seventeenth day of February, in the year one thousand eight hundred and thirty-five, John Black, of Ellsworth, in the State of Maine, as agent for the devisees of the estate of William Bingham, deceased, entered into two agreements or contracts with Charles Ramsdell, then of Bangor, in said State of Maine, now deceased, one for the sale to the said Ramsdell, of township number four, in Bingham Purchase, in Hancock county, Maine, containing, exclusive of three public lots reserved for the use of the said township of 320 acres each, and seven lottery rights, containing 1,280 acres—twenty thousand eight hundred acres more or less—for the price of three dollars per acre, making the sum of sixty-two thousand four hundred dollars; for the payment of which sum of money the said Charles Ramsdell, together with David Webster and Daniel Burnham, gave to the said John Black

their five joint and several promissory notes, each for the sum of twelve thousand four hundred and eighty dollars, all dated the 17th day of February, 1835, and all payable, with interest, to the said John Black, or his order, one in sixty days, one in one year, one in two years, one in three years, and the other in four years from date; which contract was conditional, according to a proviso therein contained, in the words following, to wit: "Provided the said Charles Ramsdell, [his] heirs or assigns, shall pay, or cause to be paid, to John Black or order, five notes of hand as at foot, (being the notes above mentioned,) according to their respective tenors and dates; and on failure of this proviso this contract to be null and void, according to the pleasure of the provisors, and the money paid by the provisees to be forfeited," as in and by the said contract, when produced, will more fully and at large appear, and to which for greater certainty your orators pray leave to refer.

And the other contract for the sale to the said Charles Ramsdell, of a certain tract or strip of land adjoining the said township number four, containing eight thousand and four acres, more or less, for the price of three dollars per acre, making the sum of twenty-four thousand and twelve dollars; for the payment of which last mentioned sum of money the said Charles Ramsdell, together with the said David Webster and Daniel Burnham, gave to the said John Black their five joint and several promissory notes, each for the sum of four thousand eight hundred and two dollars and fifty cents, all bearing date the 17th day of February, 1835, and all payable to the said John Black, or to his order, with interest at six per cent., one in sixty days, one in one year, one in two years, one in three years, and the other in four years from date; which contract was conditional, according to a proviso therein contained, in the words following, to wit: "Provided the said Ramsdell, [his] heirs or assigns, shall pay, or cause to be paid, to John Black or order, five notes of hand, (being the five notes last above mentioned,) according to their respective tenors and dates; and on failure of this proviso this contract to be null and void, according to the pleasure of the provisors, and the money paid by the provisees to be forfeited," as by the said last mentioned contract, when produced, will more fully and at large appear; to which, for greater certainty, your orators pray leave to refer.

And your orators further show that, on or about the first day of April, in the year 1835, the said Charles Ramsdell sold the said township and strip of land adjoining, containing in all 28,804 acres, more or less, and the said two several contracts for the purchase of the same, to Nathaniel Norton, of Portland, and Jairus S. Keith, of Oxford, both in the State of Maine, at the rate of five dollars per acre, or thereabouts, including the amount to be paid on the said original contracts; and the said two contracts were, on or about the day and year last aforesaid, by the said Charles Ramsdell, severally assigned to the said Norton & Keith, by an assignment endorsed on the back of each of the said contracts, as by the said assignments, when produced, will more fully and at large appear; and to which, for greater certainty, your orators pray leave to refer.

And your orators further show, that on or about the sixteenth day of November, 1835, the said Nathaniel Norton and Jairus S. Keith sold the said township of land and strip of land adjoining the same, containing in all 28,804 acres, more or less, to Nathaniel Garrow, of Auburn, in the State of New York, the said Heman Norton, George Gorham, of New London, in the State of Connecticut, and the said Charles Ramsdell, for the price of six dollars per acre, or thereabouts, including the amount then to be paid to the said John Black, according to the said original contracts; and the said two contracts were, on or about the day and year last aforesaid, by the said Nathaniel Norton and Jairus S. Keith, severally assigned to the said Nathaniel Garrow, Heman Norton, George Gorham, and Charles Ramsdell, by an assignment endorsed on the back of eaeh of the said contracts, as by the last said assignment, when produced, will more fully appear.

And your orators further show, that on or about the 28th day of March, 1836, it was covenanted and agreed, by and between the said Nathaniel Garrow, Heman Norton, George Gorham, and Charles Ramsdell, by an instrument in writing under their hands and seals, that in case either of the said parties should fail to pay his equal share or fourth part of the moneys to become due under and by virtue of the said two original contracts, and their said contracts for the purchase of the same, the share or interest of the party so failing to make payment in the said lands and contracts should become the property of the said other parties who should make parments for the party so failing, as in and by the said agreement in writing, when produced, will more fully and at large appear, and to which, for greater certainty, your orators pray leave to refer.

And your orators further show, that on or about the tenth day of January, 1840, the said Nathaniel Garrow, by an agreement in writing under his hand and seal, bearing date the day and year last aforesaid, for the consideration of eight thousand dollars theretofore paid by the said John Garrow, and upon the terms in the said agreement specified, sold to your orator, John Garrow, one fourth part of his interest in the said lands and the said two contracts for the purchase thereof, as in and by the said agreement, when produced, will more fully and at large appear, and to which, for greater certainty, your orators pray leave to refer.

And your orators further show, that on or about the tenth day of February, 1841, the said Nathaniel Garrow, by a deed of assignment, bearing date the day and year last aforesaid, duly assigned all his remaining interest in the said lands and the contracts for the purchase of the same unto your orators, Thomas Y. How, jr., and James Seymour, as trustees for the benefit of George B. Throop and the said Thomas Y. How, jr., as in and by the deed of assignment, when produced, will more fully and at large appear, and to which, for greater certainty, your orators pray leave to refer.

And your orators further show, that on or about the 22d day of April, 1836, the said George Gorham, by a deed under his hand and

seal, bearing date the day and year last aforesaid, in consideration of three thousand two hundred and one dollars and thirty-three cents, and upon the terms in the said deed mentioned, sold, conveyed, and assigned to Marcus B. Osborn and Courtland Starr all his right, title, and interest in the said two tracts of land and the two contracts for the purchase thereof, as by the said deed, now in the possession or under the control of the defendants in this suit, some or one of them, will, when produced, more fully and at large appear, and to which, for greater certainty, your orators pray leave to refer.

And your orators further show, that on or about the thirtieth day of December, 1837, the said Marcus B. Osborn and Courtland Starr, by a deed bearing date the day and year last aforesaid, sold, assigned, and transferred unto your orator, George Miller, as a trustee for the benefit of himself and Samuel Hobron, of New London, in the State of Connecticut, Franklin Stow, of New London, aforesaid, and Abraham Post and Oliver Post, both of the town of Southampton, in the county of Suffolk, and State of New York, all severally creditors of the said Marcus B. Osborn and Courtland Starr, and contractors with them for certain portions of the said two tracts of land, all their right, title, and interest in and to the said two tracts of land and the said two tracts, for the purchase thereof, as by the said last mentioned deed, now in the possession or under the control of the defendants in this suit, some and one of them, will, when produced, more fully and at large appear, and to which, for greater certainty, your orators pray leave to refer.

And your orators further show, that the said township of land, and strip of land adjoining it on the north, are wild and uncultivated, and are chiefly valuable for the white pine timber growing thereon; that the said lands were originally purchased and sold as aforesaid, and were subsequently sold and resold by the assignment of the said contracts, as herein before set forth, previous to the winter of 1837, under the full conviction and belief of all the parties to such sales and purchases that there were not less than an average of from eight to twelve thousand feet of pine timber to the acre on the whole 28,804 acres of the said lands. That the purchase of the said lands was made as aforesaid by the said Nathaniel Garrow, Heman Norton, George Gordon, and Charles Ramsdell, and the purchases made by all subsequent purchasers into the said lands previous to 1837, were all made under the fullest conviction and belief that the certificates in regard to the quantity of pine timber on the said lands, made by Nathaniel Coffin, Ebenezer Morrison, and Moses Fisk, respectively, copies of which are contained in schedule A, annexed to this bill, to be taken as a part thereof, which were shown to the said purchasers, were correct and true.

And your orators further show, that the said contracts for the sale of the said lands were made by the said John Black without receiving any part of the purchase money, and with the expectation on his part that the said Charles Ramsdell would sell the said lands for an advance price, and assign the said contracts, and thereby acquire the means for making the first payment.

And your orators further show, that the said two notes of Ramsdell, Webster, and Burnham, to John Black, which were payable sixty days after date, were paid at maturity, and the amount thereof received by the said John Black, being one fifth part of the consideration money for the said contracts.

And your orators further show, that no part of the principal or interest of the second payments, under the said contracts, was paid when they became due; but on or about the 25th day of April, 1836, an arrangement was made by the then holders of the said contracts with the said John Black for the payment of the said second payment, in the manner specified in a receipt under the hand of the said John Black, in the words and figures following, that is to say:

"Portland, 25th April, 1836. Received of Heman Norton, of New York, esquire, as collateral security for the payment of certain notes of hand, signed by Charles Ramsdell, David Webster, and Daniel Burnham, 17th February, 1835, given for township No. four, and a strip of land north of it, in the county of Hancock, and State of Maine, the following described drafts and note of hand, amounting to twenty-two thousand two hundred and thirty-seven dollars and $\frac{40}{100}$, which when paid will be in full for said Ramsdell, Webster, and Burnham's second payment, that became due the 17th February last, with the annual interest then due on the other payments, as per bonds for said lands to said Charles Ramsdell, viz:

Heman Norton's draft on Messrs. Bailey, Keeler & Remson, New York, dated 1st April, 1836, for twenty-seven hundred seventy-nine dollars and $\frac{68}{100}$, payable in six months.

Heman Norton's draft on Messrs. Seaman, Van. Wyck & Norton, of New York, dated 1st April, 1836, for twenty-seven hundred seventy-nine dollars and $\frac{68}{100}$, payable in six months.

Courtland Starr, (att'y,) draft on Marcus B. Osborn, esq., merchant, New London, dated 1st April, 1836, for five thousand five hundred fifty-nine dollars and $\frac{35}{100}$, payable in six months, at the Merchants' Bank, New York.

N. Garrow's draft on Messrs. Chas. and R. Wardell & Co., New York, dated 1st April, 1836, for five thousand five hundred fifty-nine dollars and $\frac{35}{100}$, payable in six months.

And Charles Ramsdell's note of hand, dated 1st April, 1836, for five thousand five hundred fifty-nine dollars and $\frac{35}{100}$, payable in six months.

(Signed) JOHN BLACK."

And your orators further show, that all the drafts mentioned in the said receipt were paid in full, and the amount thereof received by the said John Black, in full for three quarter parts of the said principal and interest due on the second payments upon the said contracts; but the note from Charles Ramsdell, mentioned in the said receipt, was never paid, nor did the said Charles Ramsdell ever make any payment whatever of principal or interest towards the moneys to be paid under

the said contracts, or either of them, after the payment of the said two notes, which were payable sixty days after date. And the said Ramsdell wholly abandoned the said two tracts of land, and all the right, title, and interest therein, which he acquired by virtue of his purchase into the same, as last herein before set forth, he never having paid any thing whatever after his said last purchase.

And your orators further show unto your honors, that in the winter of 1836–7 the said Heman Norton, Nathaniel Garrow, Marcus B. Osborn, and Courtland Starr, and their associates in interest, without the said Ramsdell, operated upon the said two tracts of land in cutting and getting off pine timber, with the assent of the said John Black, and by such operations cut and got off about four million feet of pine timber, from the proceeds of which the said John Black received a large sum of money, amounting to two thousand dollars and upwards, which was appropriated to the payment of that portion of the several payments for the said two tracts of land which remained unpaid by the said Charles Ramsdell, as aforesaid.

And your orators further show, that the said John Black, at different times between the year 1837 and the year 1844, permitted different individuals to cut pine timber on the said two tracts of land, at a certain price per thousand feet, and applied the proceeds towards payment of the purchase money due upon the said two contracts for the purchase of the said premises.

And your orators further show unto your honors, and expressly charge, that there is not, and was not at the time of the original purchase of the said two tracts of land as aforesaid, more than two thousand feet of good pine timber to the acre, upon an average, on the said 28,804 acres of the said lands; and the probable quantity of good pine timber on the said lands was and is less than fifteen hundred to the acre, on an average; by reason whereof the said lands, at the time of the said original purchase, and at all times since, were not and still are not worth the fourth part of the money that they would have been worth if they had had the quantity of pine timber supposed to be thereon as aforesaid.

And your orators further show that the several purchasers of the said two tracts of land, or portions thereof, subsequent to the said purchase by the said Nathaniel Norton and Jairus S. Keith, have paid more than seventy thousand dollars upon such purchases over and above the amount which has been received by the said John Black as aforesaid.

And your orators further show that in the fall of the year 1838, the before named Courtland Starr, as agent for the then proprietors and assignees of the said two tracts of land and two contracts for the purchase thereof, called upon the said John Black to see if any arrangement could be made with him to secure to the said proprietors the said lands or the money paid upon the said contracts; that after negotiating with the said Black, he consented that the business in relation to the said lands should remain as it then was until the then next spring, and

said it would not be for the interests of the parties to operate on the lands in getting off timber the then ensuing winter.

And your orators further show that early in September, in the year 1839, the said Courtland Starr, as agent for the then proprietors and assignees of the said two tracts of land and contracts for the purchase thereof, again went to see the said John Black for the purpose of making some final arrangement with him, by which the said proprietors should secure the said lands or the money that had been paid for the same; that the said John Black expressed himself ready and wil ling to make an arrangement with said proprietors as assignees on favorable terms; but he recommended, considering the then state of the money market, and the embarrassed state of affairs in regard to pine timber and pine lands, that the parties interested should do nothing in relation to the said lands the then fall and ensuing winter, but wait for a more favorable opportunity; which recommendation was adopted by the said proprietors and assignees.

And your orators further show, that in consequence of the pecuniary embarrassment of the parties chiefly interested in the said two tracts of land, the great uncertainty as to the true value of the said lands, the depreciation in the value of the said lands, and the extreme embarrassments attending operations relating to pine lands and pine timber in the State of Maine, nothing was done in regard to further negotiations with the said John Black until July, in the year 1844; that towards the last of July, in that year, your orator received from said Black a letter in the words and figures following, to wit:

Letter from Black to Miller.

ELLSWORTH, 22*d July*, 1844.

GEORGE MILLER, esq., *Riverhead, L. I.*

SIR: I understand that you have an interest in a bond or contract that I made some years ago for the sale of a certain township of land, township No. 4, north division, in the county of Hancock and State of Maine.

That bond has been null and void for many years, and I have patiently watched to know whether or not the assigns of that bond intended to make any arrangement for payment of the balance due.

Not hearing from any one on the subject for several years, except from applicants for the purchase of the township, I wrote to Mr. Starr some months ago, (he was interested formerly,) but received no answer. Having several applications for the township, I wish to know immediately what the claimants under the forfeited bond wish to do respecting the payment. Duty to my constituents requires that I should close this concern as soon as possible.

I am, respectfully, yours, &c.,

JOHN BLACK.

That the said George Miller without delay answered the said letter, signifying the intention of the parties interested in the said two tracts

of land and the contracts for the purchase thereof, to take as early measures as possible to attend to the suggestions of the said letter, and that he, the said Miller, would probably visit the said Black upon the business in a short time; that sickness, and afterwards indispensable engagements, prevented the said George Miller from taking a journey to Maine to see said John Black.

That your orator, John Garrow, then lived in the State of Michigan, and your orators, Thomas Y. Howe, jr., and James Seymour, then lived in Auburn, in the State of New York, and were unknown to the other complainants.

That your orator, George Miller, finding it impossible to visit Maine himself, and being unable to ascertain the names and residence of all the other parties in interest, and make an arrangement with them for negotiations with the said John Black, early in September, 1844, wrote to the said Ephraim Paulk, then at Bangor, and requested him to call upon the said John Black and negotiate with him, and ascertain upon what terms he would make an arrangement with the parties interested, and what part of the money due according to the said two contracts he would insist upon receiving; and also to find, if he could, a market for the land itself in case a favorable agreement could be made with said Black. That at this time all your orators were in ignorance, doubt, and uncertainty, as to the real value of the said lands and the true quantity of pine timber thereon.

And your orators further show that the said Ephraim Paulk saw the said John Black on the 18th of October, 1844, and on the 20th day of the same month he left Bangor for the State of New York to see your orators, Heman Norton and George Miller; that he saw your orator, Heman Norton, in the city of New York, and went to Riverhead, to the residence of George Miller, but he was absent at the city of Boston; that on the 25th day of October, 1844, he saw your orator, George Miller, in the city of Boston, and he stated to each of your last said orators that he had seen the said John Black; that Col. Black said he would do nothing towards negotiating with him, Paulk, until he held the two said contracts with power to assign them, and that he would do nothing whatever with the holders of the said contracts if it was not done within a week; that he had waited long enough for them, and he would sell the township to others, without any regard to their interests, if they did not act immediately; that he, Paulk, could get a thousand dollars for the contracts for the benefit of the holders if he would assign them immediately, and if that course was not taken they must lose every thing, unless they could enforce their equitable claims against Col. Black by a suit. He further represented that the said two tracts of land were, from the best information he could obtain, of very doubtful and uncertain value, and worth at most not exceeding one dollar per acre. (The said George Miller being then unable to leave the United States circuit court in Boston, upon which he was then in attendance on the hearing of a cause,) that under these circumstances, and in consequence of these representations, your orators, He-

man Norton and George Miller, placing the most entire and implicit confidence and reliance upon the truth, honesty, and fair dealing of the said Ephraim Paulk, and the truth of his statement as above set forth, each gave him, said Paulk, a power of attorney to grant and assign his interest in the said two contracts as in and by the said two several powers of attorney will, when produced more fully and at large appear, and to which for greater certainty your orators pray leave to refer; and the said George Miller, also, at the same time delivered to the said Paulk the said two original contracts and the assignments of the same herein before mentioned and set forth, except the assignments of Nathaniel Garrow, and it was at the time of the delivery of the said two powers of attorney expressly agreed and understood, by and between the said George Miller and Ephraim Paulk, that he, the said Paulk, should ascertain from the said John Black the lowest possible price that he would be willing to take in fulfilment of the said two contracts for the benefit of the persons then holders of, or interested in, the same; and after ascertaining the final and lowest price that said Black would take, then to sell the contracts for the highest price that could be obtained, it being supposed that the said John Black would take of the holders of the bonds a good deal less than he could obtain from other persons.

And your orators further show that the said Ephraim Paulk, under date of the 9th day of November, 1844, wrote to your orator, George Miller, stating that the lowest price the said John Black would take upon the said two contracts was one dollar and fifty cents per acre, making $43,206 for the whole, payable one quarter in cash and the balance in one, two, and three years; that no one considered the lands worth more than one dollar per acre; that he had had an offer of one thousand and fifty dollars for the contracts, and he should sell them without delay. And your orators further show, that early in November, 1844, your orator, George Miller, started to go to Bangor, to attend personally to the negotiations in relation to the said contracts, and went from Riverhead to New York, and took a steamboat from New York for Norwich or Stonington, on his way to Boston and Bangor, but the steamboat broke down in Long Island sound, and was obliged to run back with the passengers to New York, by reason whereof it became then impossible for said Miller to go to Bangor and get back in time to attend to other indispensible engagements, and he thereupon gave up the journey, and on or about the 12th of November, 1844, and before the receipt of said Paulk's above mentioned letter of the 9th of November, wrote to said Ephraim Paulk to defer the sale of the said contracts for the present, and expressing an intention or hope of coming to Bangor in two or three weeks.

And your orators further show, that after the receipt of the said last mentioned letter, and on the 18th of November, 1844, the said Ephraim Paulk wrote to your orator, George Miller, stating that he had sold the said two contracts for ten hundred and fifty dollars when he received the last said letter, but he had called upon the purchasers and asked

them to suspend or continue their offer until he could again hear from your orator, George Miller, and they had agreed to wait until the 25th of November, then instant, and no longer; that the matter must be decided immediately ; that he feared if that opportunity was let slip nothing could be got for the contracts ; that the other applicant for the contracts had backed out as soon as he knew the price of said John Black; that he had written to said Black, stating that at his price of $1.50 per acre nothing could be saved, and had received no answer. That your orator, George Miller, after the receipt of the said last mentioned letter, wrote to the said Ephraim Paulk that he, Miller, should be at Bangor on the 25th of November, 1844, if it was possible for him to leave home; but if he did not come, he, Paulk, must do the best he could; that Col. Black was doing very unjustly by the holders of the said contracts, and that he consented to a sale of the contracts only from a strong necessity.

That your orator, George Miller, was unable to go to Bangor as he had hoped to do on or about the 25th of November, 1844; that on or about the 9th day of December, 1844, your orator, George Miller, received a letter from said Paulk, bearing date the 5th day of December, 1844, saying that he had waited till the 26th November for your said orator to come to Bangor, and then assigned the said two contracts to Amos Davis for ten hundred and fifty dollars, with the understanding that the said Amos Davis should carry on negotiations with the said Black through him, the said Ephraim Paulk, as agent of the holders of, or parties interested in, the said two contracts, and that he had as such agent negotiated with said Black, and he, Black, had been induced to take one dollar and fifteen cents or thereabouts per acre, all payable in cash for the said two tracts of land; and the said Paulk by the same letter remitted to your orator, George Miller, nine hundred and thirteen dollars, being the amount of $1,050 received from said Davis, after deducting $137 for the services and expenses of said Ephraim Paulk. That as soon as your orator, George Miller, received the said letter of the 5th of December, 1844, and on or about the 12th day of December, 1844, he wrote to the said Ephraim Paulk, and also to the said Amos Davis, expressing his dissatisfaction with the negotiation that had taken place, and his readiness to refund to the said Davis the ten hundred and fifty dollars paid by him as aforesaid with interest; which letters were received by due course of mail, as by the said letters now in the possession or under the control of the said defendants, some or one of them, your orators pray may be set forth fully and truly in their or his answer to this bill of complaint, or may be produced and submitted to your orators' inspection as this honorable court shall direct, will on reference more fully appear, that your orator, George Miller, also at the same time wrote to the said John Black, informing him of his dissatisfaction with, and dissent from, the negotiation which resulted in his giving a contract for the said lands to said Amos Davis.

And your orators further show unto your honors, and expressly charge, that nearly all the material and important statements and representa-

tions made by the said Ephraim Paulk to the said George Miller, regarding his negotiations herein before set forth, were false and untrue; and especially was it untrue that the said John Black had limited the time for negotiations, with the holders of the said contracts, to a week, or any other time, or that he threatened to sell the lands without regard to the interest of the holders of the contracts; or that the land was worth only one dollar per acre in the estimation of people at Bangor; or that no one would give more than one dollar per acre for it. That it was untrue that said John Black had ever stated to said Paulk that the lowest price he would take of the holders of the said contracts was $1.50 per acre; on the contrary, he had only named that as a price that he was willing to take; and afterwards, and on or about the 13th day of November, 1844, he wrote to the said Paulk, and invited him to make an offer which the holders of the said contracts could afford to pay.

That it was not true that the other applicant for the contracts there backed out or refused to take them. That said Paulk, in his said letter of the 5th of December, 1844, falsely stated the result of the negotiations with the said John Black, the amount which he had agreed to take for the said lands, and the time and manner of payment.

And your orators further show, and expressly charge, that soon after the said Ephraim Paulk was employed to negotiate for the holders of the said two contracts, as herein before set forth, and as early as the fore part of October, 1844, he entered into a corrupt and fraudulent agreement with the said other defendants, for the benefit of all the parties to it, to procure from the holders of the said two contracts an assignment of the same for a trifling or nominal sum, and then to negotiate in the name of such holders with said Black, making him believe that whatever reduction he made below the market value of the said lands would be for the benefit of the said holders, and to defraud your orators, the said holders, of so much as the said John Black, by compromise, should agree to take less than the fair value of the said lands. That each and all of the said other defendants were fully informed by the said Paulk as to all he did, and all the correspondence he had, with your orator, George Miller, and the said John Black, as herein before set forth. That either the said Amos Davis, or George W. Pickering, accompanied him in all his visits to Ellsworth to see the said Black, except the first.

And your orators further show, that on or about the 28th day of November, 1844, the said Ephraim Paulk, acting as agent for your orators, the persons then holders of and interested in the said two contracts, with the knowledge and assent of the said other defendants, closed the negotiation with the said John Black, and made an agreement with him, by which the said Black agreed to take thirty thousand dollars for the said two tracts of land, payable one quarter in cash and the other three quarters severally in one, two, and three years, with interest, a deed for the lands to be given when the whole of the said purchase money should be paid; that thereupon the first payment of

seven thousand five hundred dollars was made in cash; that the said Ephraim Paulk and Amos Davis gave to the said John Black their three joint and several promissory notes for the other three quarters of the said purchase money, all dated on or about the said 28th day of November, 1844, each for the sum of $7,500, and payable one in one year, one in two years, and the other in three years from date; that at the same time, and in the presence of the said Black, the said Ephraim Paulk, as the attorney of your orators, Heman Norton and George Miller, executed to the said Amos Davis, upon the face of each of the said two contracts, an assignment of all their interest in such contract, and the said two contracts with said assignments were thereupon delivered over to the said John Black; and the said John Black then, at the request of said Paulk, acting as the agent for your orators and for their benefit, as he supposed, gave to the said Amos Davis a written contract for the sale of the said two tracts of land for the said sum of thirty thousand dollars, upon the terms that a deed should be given when all the purchase money should be paid; the contract to be void at the option of the seller in case of the failure of payment according to said notes; that the said contract for purchase was taken in the name of the said Amos Davis; but it was the secret intention and agreement of the said four defendants that they should all be benefitted by the said contract and interested in the said lands in different proportions, and that your orators should receive no benefit from or interest in the same, the said Pickering advancing the money that was paid down as aforesaid, and the said Paulk and Davis signing the said three notes for $7,500 each; that the said Paulk either received a large share or interest in the said contract and the said lands, or he received from the said other defendants, some or one of them, a large amount of money, property or securities for money, for the part that he performed in the business.

And your orators further show that it was well known and understood by all the said defendants that the said John Black agreed with the said Ephraim Paulk, as agent as aforesaid, to receive a large amount of money, less than he could have obtained from other persons, and from the said other defendants themselves, from the supposition and belief that his abatement of price was for the benefit of persons, holders of and interested in the said two contracts, who were your orators.

And your orators further show that before the said 28th day of November, 1844, and subsequent to the 18th day of the same month, the said Ephraim Paulk, professing to act as agent and attorney for your orators, Heman Norton and George Miller, executed an agreement under seal in their names with the said Amos Davis, in the words and figures following, to wit:

"Know all men by these presents, that we, Heman Norton, of the city, county, and State of New York, and George Miller, of Riverhead, county of Suffolk, and State of New York, in consideration of one thousand and fifty dollars to us in hand paid by Amos Davis, of Bangor, have assigned and sold to said Davis all the right, title, and interest

1400.

which we have and hold as assignees, trustees, or otherwise, in and to two bonds made by John Black, agent for the heirs of the late Wm. Bingham, for conveyance of township No. 4, Bingham Penobscot Purchase, in Hancock county, and the strip north of same to Wm. Ramsdell, of Bangor, and by subsequent assignments assigned to us, we do hereby agree to make a further assignment and conveyance of our right, title, and interest in said bond, on the face of said bond, as said Davis may direct or demand ; we also agree that said Davis may have the benefit of all our communications with Col. Black, as regards the price of said land, and continue the negotiation with Col. Black through our authorized agent for said Davis' benefit, said Davis paying said agent for what he may do hereafter, and ourselves not being in any way liable for his acts while negotiating for said Davis.

Witness our hands and seals this 16th Nov.,

HEMAN NORTON, [L. S.]
GEORGE MILLER. [L. S.]

By their authorized agent,

EPHRAIM PAULK.

In consideration that Heman Norton and George Miller have this day sold, assigned, and transferred unto me a bond signed by John Black, agent of heirs of the late Wm. Bingham, I agree with said Norton and Miller to pay them the sum of ten hundred and fifty dollars on demand, Provided, always, that they and their agent shall negotiate with John Black, esq., aforesaid, and obtain the said land for us at the lowest price and on the best terms they can obtain.

(Signed,) AMOS DAVIS.

November 16, 1844.

And your orators further show that the said Ephraim Paulk had no authority for making such an agreement for any or either of your orators with anybody.

And your orators further show, that it was understood by all parties that the said Ephraim Paulk should act for and in behalf of all the parties who were holders of, or interested in, the said two contracts, although he had express authority only from your orators, Heman Norton and George Miller, the other three orators living so remote that it was impracticable to ascertain their residence and get powers of attorney from them before some time in January, 1845, when your orators had become satisfied of the fraud and bad faith of the said Ephraim Paulk and Amos Davis.

And your orators further show that, by virtue of the said agreement made by your orators with the said John Black, through the said Ephraim Paulk, acting as their agent, the said two tracts of land became in equity and good conscience the property of your orators ; that said defendants, and each of them, in all that they have done in relation to the said two tracts of land, are in equity and justice the trustees of your orators, and are bound to account to them in relation to the same.

That the pretended agreement previously made by the said Eph-

raim Paulk as agent of your orators, Heman Norman and George Miller, for the sale to the said Amos Davis of their interest in the said two contracts, was made without authority, and with intent to defraud your orators on the part of said Paulk and Davis and the said other defendants.

And your orators further show unto your honors, that the said defendants, soon after the said 28th day of November, 1844, commenced operations on the said two tracts of land by cutting the pine and spruce timber thereon, hauling and driving the same to market, and manufacturing the same into lumber and selling the same, and that they have continued such operations up to the present time; and they have cut upon the said two tracts of land very large quantities of timber, and have hauled and driven the same to market and manufatured the same into lumber, and sold such lumber from time to time for a very large amount of money, and have now a large quantity of timber manufactured, and of lumber unsold; a particular account of all which your orators pray may be set forth in the said defendants' answers to this bill of complaint.

And your orators further show, that on the 20th day of March, 1845, your orator, George Miller, wrote and sent to said Amos Davis, by due course of mail, directed to A. Davis, esq., Bangor, Maine, a letter in the words and figures following, to wit:

Letter from Miller to Davis.

RIVERHEAD, LONG ISLAND, N. Y.,
March 20th, 1845.

A. DAVIS, ESQ.,

SIR: By a letter last December, I signified to you my dissatisfaction at the manner in which Mr. Paulk had transferred the interest of some of the holders of the bonds for township No. 4, Bingham Purchase, Hancock county, by means of which you have acquired a bond for the township of Col. Black. I have repeatedly solicited of Mr. Paulk, and he has promised me, a detailed statement of his negotiations in regard to the business, but I have never received it, and circumstances seem to have put it out of my power to visit Bangor to investigate the matter myself. I am therefore unable to detail as fully as I could wish the grounds of our claims upon the township. But the holders of the original bonds for the township will insist that you hold it for their benefit, subject only to the advances you may have made, or that you pay us the difference between $1 50 per acre and the price at which it was bonded to you.

In due time we shall take means to enforce our claims if they are not fairly adjusted.

Respectfully, yours,
GEORGE MILLER.

That on the 26th day of June, 1845, your orator, George Miller, wrote and sent by mail to the said Amos Davis a letter in the words and figures following, to wit:

Letter from Miller to Davis.

RIVERHEAD, *June 26th*, 1845.

A. DAVIS, ESQ.

SIR: I was at Bangor on the 21st instant, and was very desirous of seeing you, but I was informed by Mr. Paulk you had gone up the river. I am now prepared to say, that if a fair reparation is not made for the injuries we have sustained as holders of bonds for No. 4, by the combination of Mr. Paulk with yourself and Mr. Pickering to get a new bond from Col. Black for the benefit of yourselves, the injured parties will, with as little delay as possible, file a bill against them for redress.

Respectfully, yours,
GEORGE MILLER.

That no answer to either of the said letters was ever received.

And your orators further show, that they had no knowledge or information that the said George W. Pickering had or claimed any interest in the said two tracts of land, or the said contracts relating to the same, between the said John Black and Amos Davis, or that he took any agency or part in the said transactions between the said Paulk and Davis as herein before set forth, until on or about the 21st day of June, 1845, when your orator, George Miller, went to Bangor to get information in regard to the transactions herein complained of; that on the 26th day of June, 1845, your orator, George Miller, wrote to the said Pickering, stating the claims of your orators in the premises, and their determination to seek redress in a court of equity if proper reparation should not be made; and in January, 1846, said George Miller, wrote to said Pickering another letter, which letter your orators pray may be produced and set forth in the answer of the said defendants to this bill of complaints; that your orators never had any knowledge that the said William McCrillis was a party to the matters herein charged against the said other defendants, and had an interest therein, until the latter part of the year 1846.

And your orators further show, that since the month of May, 1845, your orators, John Garrow and George Miller, have each visited the city of Bangor twice, solely for the purpose of getting information in regard to the matters herein before charged against the said defendants, and inducing them to do justice to your orators in the premises; and your orators further show, that there has been no more delay on their part in filing this their bill than has necessarily resulted from the nature of the case, and the remote and far distant situations and circumstances of your orators.

And your orators further show, that before the commencement of this suit, to wit, on the fifteenth day of March, 1847, they applied and caused also applications to be made to each of the said defendants, by bill or otherwise, requesting him and them to act towards your orators in such a way as is equitable and just, and is hereby prayed.

And your orators well hoped that their reasonable requests would have been complied with.

But the said defendants, and each of them, wholly refuse to comply with the request of your orators.

To the end, therefore, that the said defendants may, if they can, show why your orators should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, direct, and perfect answer make to such of the several interrogatories hereinafter mentioned and set forth as by the note hereunder written they are respectively required to answer, that is to say:

1. Whether it is not true that the said George Miller, in October, 1844, at Boston, delivered to the said Ephraim Paulk the said two original contracts and the assignments of the same herein before mentioned and set forth, (except the assignments from Nathaniel Garrow,) and especially whether said George Miller did not deliver to said Paulk the said assignment from George Gorham to Marcus B. Osborn and Courtland Starr, *and* and the said assignment from the said Marcus B. Osborn and Courtland Starr to said George Miller, and each of the last said assignments.

2. Whether the said assignment from George Gorham to Marcus B. Osborn and Cortland Starr is not now in the possession or under the control of the said defendants, some or one of them; if yea, produce it; if nay, then where is it, and when did they, and each of them, last see it?

3. Whether the said assignment from the said Marcus B. Osborn and Courtland Starr to the said George Miller is not now in the possession or under the control of the said defendants, some or one of them, and if it is, produce the same; if not, then where is it, and where did they and each of them last see it?

4. Whether it is true that the agreement herein before set forth as purporting to be between your orators, Heman Norton and George Miller, by said Ephraim Paulk, as their agent, with the said Amos Davis, and dated the 18th day of November, 1844, was in fact made, and if it was, that the same may be produced.

5. Whether it is true that the said George Miller wrote to the said Ephraim Paulk and Amos Davis, on or about the 12th day of December, 1844, and whether such letters, and each of them, were and was duly received, and that such letters may be produced.

6. Whether the said two letters from the said George Miller to the said Amos Davis, copies of which are herein before set forth, or either and which of them, were or was received by the said Davis, and that the same may be produced.

7. Whether the said George W. Pickering did not receive the said two letters herein before charged to have been written to him by the said George Miller, one dated June 26th, 1845, and the other in Jan-

uary, 1846, or either and which of them, and that the same may be produced.

8. Whether the said defendants did not, soon after the said 28th day of November, 1844, enter upon the said two tracts of land and operate thereon by cutting pine timber and spruce timber thereon, and hauling and driving the same to market, and manufacturing such timber into lumber and selling the same; and whether they have not continued such operations up to this time, and what quantity of timber they have cut by such operations in each year, and the quantity and value of the lumber manufactured from the same.

And that the said defendants may answer the premises, and may render to your orators a full, just, correct, and true account of all their operations on the said two tracts of land in cutting and getting off timber as aforesaid; the quantity cut upon the said lands in each year; the quantity of timber got off in each year; the quantity of timber manufactured in each year; and the quantity and value of lumber and timber sold, and the persons to whom sales were made, and the proceeds of all such sales, with dates and sums, with all particularity, and all vouchers relating to the same.

And the said defendants may, by the order and decree of this honorable court, be adjudged and decreed to assign and convey to your orators all the right, title, and interest, in and to the said two tracts of land, which they have acquired under and by virtue of, or subsequent to, the said contract for the sale thereof, from the said John Black to the said Amos Davis, made on or about the 28th day of November, 1844, upon payment by your orators of the amount the said defendants may have paid upon the said last mentioned contract, including the said ten hundred and fifty dollars received by said Paulk, after deducting the value or nett proceeds of all the timber and lumber taken from the said two tracts of land by the said defendants as aforesaid.

And that your orators may have such further relief, or may have such other relief, as to your honors shall seem meet, and agreeably to equity and good conscience.

May it please your honors to grant unto your orators a writ of subpœna, issuing out of and under the seal of this honorable court, to be directed to the said Amos Davis, George W. Pickering, William McCrillis, and Ephraim Paulk, thereby commanding them, and every of them, at a day certain, and under a certain penalty therein to be expressed, to be and appear [be]fore your honors in this honorable court, and then and there full, true, direct, and perfect answer make to all and singular the premises; and further to stand to, and perform and abide, such further order, direction, and decree therein, as to your honors shall seem meet. And your orator shall ever pray, &c.

B. F. HALLET,
Solicitor for complainants.

The defendant, George W. Pickering, is required to answer the interrogatories numbered respectively 2, 3, 4, 6, 7, and 8.

The defendant, Amos Davis, is required to answer the interrogatories 2, 3, 4, 5, 6, and 8.

The defendant, William McCrillis, is required to answer the interrogatories severally numbered 2, 3, 4, 5, and 8.

The defendant, Ephraim Paulk, is required to answer the interrogatories severally numbered 1, 2, 3, 4, 5, and 8.

Certificates of Exploration.

SCHEDULE A.

PASSADUMKEAG, *June 26th*, 1835.

I hereby certify, that I recently travelled over the south line of township No. 4, Bingham's Purchase, east of Penobscot river, starting from southwest corner, and following said line to the southeast corner; thence north one and a half miles; thence a northwest course, striking a lake of the Schoodic waters; thence southwest two miles to another lake discharging into Gerobee lake; thence west to the return line of said township No. 4. In the course of my route I should judge there were from 10 to 12 M. feet of pine timber to the acre, about 2 M. feet of spruce of very handsome quality. The second lake I came to above mentioned lies near the centre of this township, and is about two miles long and one mile wide. The stream discharging from it into Gerobee lake can be made navigable for driving logs at a small expense, so that logs may be driven every year.

(Signed,) NATHANIEL COFFIN.
Attest, B. S. NEWCOMB.

I travelled with Nathaniel Coffin on the above route, and believe the description to be correct.

(Signed) DANIEL EASTMAN, JR.

BANGOR, *June 25th*, 1835.

This is to certify, that I have last week explored township No. 4, in the north division of the Bingham Purchase, east of the Penobscot river. I came on said township at the southwest corner, and laid a due east course, tracing the south line to the southeast corner, a distance of six miles. For the first two miles I travelled on burnt lands on which was a large quantity of dead pines, and some few green ones. The third mile, green land scattering pine of excellent quality, and a very superior spruce, say about 5000 feet per acre. The remaining three miles is almost a solid growth of excellent pine. I can cut 100,000 feet from some acres here, or can select 10 acres that will produce a million; no spruce of any consequence. From this corner I went north about ¾ mile, and came to a stream which discharges into the Machias lake; I followed up this stream about one mile to a lake lying in No. 4. This stream may be made good for driving logs into the Machias waters by an expenditure of about $2,000, in building a dam

at its head and clearing it of trees, logs, &c. The lake is about 1½ mile long, 1½ mile wide at broadest part; the timber around it is of the sapling kind, with some Norway, young and thrifty, very sound and of excellent quality, extending back from lake 100 rods to a hard wood growth, with pine intermixed. I passed up the east side of this lake to the north end, and thence a northwesterly course, about three miles, to a hard wood ridge. On this route for about two miles I found a mixture growth of sapling pine, hardwood, and spruce ; about ⅓ of the trees are large enough for saw logs, and will run 12,000 feet per acre. The remaining ⅔ small and thrifty. The 3d mile a growth of hemlock, spruce, and hard wood. From this ridge I took a southerly course, striking Yeskitiquis lake. This lake is about one mile in diameter, and is surrounded by pine timber of large growth, principally of the kind called timber pine ; I should judge about ten thousand feet per acre. From this lake I followed the outlet called Duck stream, to its mouth, into the Yesobie or Nekaturas lake; on this stream there is 15,000 feet per acre of sapling growth of good quality. About 100 rods south of this stream, struck the burnt land before mentioned on the southwest corner of the township. I think the Duck stream may be made good for driving logs with $100 expense.

From the top of a tree on the hard wood ridge above mentioned I had a view of the whole township nearly, and should judge about ¾ part of it a dark or pine growth, and the remainder light or hard wood growth. My estimation of the whole township is 12,000 feet of pine and 2,000 feet of spruce per acre.

(Signed,) EBEN MORRISON.

I hereby certify, that I explored township No. 4, agreeably to the foregoing certificate by me subscribed; that I was employed by General Hubbell, and one Hosford, of Albany, (of New York,) who then expected to purchase said township, and got me to explore it for them with that view.

(Signed,) EBEN MORRISON.

Ellworth, July 11, 1835.

Attest: JAS. A. WOOD.

July 1, 1835.

This may certify, that I have been acquainted with township No 4, north division, Bingham Purchase, for the last ten years; during that [time], I have explored it several times, and I have no hesitation in certifying that it is the best timbered town I have ever been into. I recently had occasion to explore this township ; I commenced on the south line of the town, crossing to the southwest corner, and following said line to the southeast corner. Thence north one and half mile; thence a northwest course, striking a lake of Schoodic waters; thence southwest about two miles to another lake, discharging into Yesobie lake, so called; thence west to the western line of said township; and according to the best of my judgment there is on said town 10 thousand feet of good

pine timber, suitable to make merchantable boards, to each acre, and about 3 M. of good spruce, superior quality; and the facilities for getting the lumber to market good; logs may be got to market every year with a common run of water. The principal part of the timber will go to the Bangor market, say about two thirds. The balance can go into Schoodic waters, from thence to Calais.

(Signed,) MOSES FISK.

Whereupon a subpœna issued, which is returned duly executed; and at October term in the same year, (said cause having been entered on the sixth day of September last preceding, and thence continued to said October term,) Messrs. Willis and Fessenden, and Howard and Shepley, enter their appearance as solicitors for the respondents; and at the same term the respondents are ordered to file their answers by the first of March then next. Whereupon the respondents' solicitors file a motion, praying that the complainants may be required to give security to each of said respondents for such costs as may finally be awarded to them, which motion is allowed; and the respondents are accordingly ordered, within thirty days from the second day of said October term, to furnish such security, in the sum of three hundred dollars, to be approved by the court. And on the twentieth day of November, then next ensuing, said order is complied with; and at the adjournment of said October term, held on the seventh day of February then next ensuing, there is filed the following motion to dismiss:

Motion to dismiss bill.

CIRCUIT COURT OF THE UNITED STATES,
District of Maine.

JOHN GARROW and al.
vs.
AMOS DAVIS and als. } In equity.

And now George W. Pickering, one of the defendants named in said bill of complaint, comes into court, and respectfully suggests to this honorable court, and gives this court to understand and be informed, that, prior to the filing of the said bill of complaint, Heman Norton, one of the complainants named in said bill, had deceased, which fact this defendant is ready to verify; wherefore this defendant prays that the said bill may be hence dismissed.

GEORGE W. PICKERING,
By HOWARD & SHEPLEY,
His attorneys.

And at an adjournment of the same term, held on the third day of April then next ensuing, is filed the following motion to amend:

Motion to amend.

UNITED STATES CIRCUIT COURT,
Maine district.

JOHN GARROW and als.
vs.
AMOS DAVIS and als.

April 3, 1848.

And now the complainants move for leave to make, as amendments to the bill of complaint, the following:

First amendment. In the introduction of the bill strike out the words "Heman Norton, of the city of Brooklyn."

Second. Strike out the words "your orator," or "your orators," wherever they occur in the bill before the words "Heman Norton," and insert the words "the said" in place of the words stricken out.

Third. Strike out the words "each of your last said orators," and insert in their place the following words, viz., "both to the said Heman Norton and George Miller."

Fourth. Strike out the words "the said" before, and insert the words "of the city of New York" after, the words "Heman Norton," where they occur after the introductory part of the bill.

FESSENDEN, DEBLOIS & FESSENDEN,
Solicitors.

Said amendments are allowed by the court, and in consideration of the same the foregoing motion to dismiss said bill is, by consent of parties, overruled, and the cause is continued to May term, in the year eighteen hundred and forty-eight, when it is ordered that the respondents file their answers, on or before the first Monday of August then next ensuing; and on said first Monday of August, the time for filing said answers is extended sixty days therefrom, and the cause is thence continued to the September term of the same year, when the time for filing said answers is again extended to the first day of November thereafter; and on the sixth day of said November are filed the answers of Paulk, Pickering, and McCrillis, and on the twenty-seventh day of said November the answer of Davis.

The following is the answer of Ephraim Paulk:

Answer of Paulk.

CIRCUIT COURT OF THE UNITED STATES,
Maine district.

JOHN GARROW and als., plaintiffs,
vs.
AMOS DAVIS and als., defendants.
} In equity.

The plea and answer of Ephraim Paulk, defendant, to the bill of complaint of said John Garrow and others.

This defendant, by protestation, not confessing all or any of the mat-

ters and things in said bill of complaint mentioned to be true, in manner and form as alleged, doth plead to so much of said bill as relates to said John Garrow, and for plea saith, that he has been informed, and believes, that, on or about the sixteenth day of August, in the year of our Lord one thousand eight hundred and forty-two, the said John Garrow, then being a resident of the State of Michigan, filed his petition in the district court of the United States, for the district of Michigan, in and by which the said John Garrow petitioned said court that he might be declared a bankrupt, according to the provisions of an act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved August 19, 1841; and at the same time the said Garrow filed in said court an inventory of his property, according to the provisions of said act, verified by oath, and such proceedings were thereupon had that the said John Garrow was, on the third day of October, A. D. 1842, by said court, duly declared a bankrupt, by a decree thereof, and an assignee of the estate of said Garrow, one Eurotas P. Hastings, was thereupon duly appointed by said court, to wit, Eurotas P. Hastings, of said district.

And this defendant further says, that he believes that said decree of bankruptcy has never been reversed, revoked, or in any way annulled; and that as the right of said Garrow, as claimed by the bill to the property therein mentioned, appears by said bill to have existed and accrued, and, if the same is just and well founded, did really exist and accrue, long before the said Garrow was so declared a bankrupt, and the appointment of an assignee as aforesaid, this defendant is advised that all said Garrow's right and interest in and to the property described in said bill, if there was any such, was at the time of the filing said bill, and now is, vested in said assignee, or in some other person deriving title thereto under said assignee, by force of the statute aforesaid. All which matters and things this defendant doth aver to be true; and he pleads the same to so much of said bill as relates to said Garrow, and humbly prays the judgment of this honorable court whether he ought to be compelled to make any further or other answer thereto.

And not waiving his plea aforesaid, but insisting thereon, and saving and reserving unto himself all benefit of any exceptions which may be taken to said bill, for answer thereunto, or to such parts as this defendant is advised are material, this defendant answering saith, that, in the month of September, A. D. 1844, this defendant received two letters from the complainant, George Miller, requesting this defendant to make certain inquiries relative to township No. 4, in the Bingham purchase, in Hancock county, and a tract adjoining, being the same described in said bill; said letters were dated on the 11th and 13th of September, 1844, respectively. This defendant has been unable to find said letter dated September 11th, 1844, among his papers, but, to the best of this defendant's recollection, it requested this defendant to ascertain who had made application to John Black for the purchase of said lands, and to ascertain further, by application to said Black, whether any arrangement could be made by which something could

be saved to said Miller and others, as owners of certain contracts previously given by said Black for the sale of said lands, either by a sale of said contracts or a resale of said lands. This defendant will not pretend to state the exact terms of said letter, but he believes its contents to have been substantially as above set forth; he annexes a copy of said letter, dated September 13th, 1844, and the same is marked A, and makes a part of this answer.

Upon the receipt of said letters this defendant proceeded to make inquiries upon the points suggested in said letters, of divers individuals, and to obtain what information he could respecting said township; and thereupon, before seeing said Black, wrote to said Miller, under date of September 18th, 1844; a copy of which letter is annexed and marked B, which this defendant makes a part of this answer.

After writing said letter of September 18th, this defendant went to Ellsworth in order to see said Black, with a view to carry out still further the wishes of said Miller, but said Black being absent this defendant returned to Bangor, and wrote to said Miller, under date of September 21st, 1844, a full and minute account of all he had done, and all the information he had obtained, with his own opinions and views, touching the business so entrusted to him. This defendant cannot vouch for the accuracy of any of the information given to said Miller in that letter, as it was obtained from third persons, and was hearsay, but he had no doubt at the time, and still has none, that the persons from whom he received it honestly intended to furnish this defendant with all the information they possessed relative to the matters inquired of, and he knows that it was correctly reported by him to said Miller. Said persons could have had no motive to mislead this defendant, as he believes, and he had no other than to execute faithfully the commission with which he was charged by said Miller. A copy of said letter is hereunto annexed, and marked C, and this defendant makes it a part of his answer; being written at a time when this defendant was engaged in his inquiries, and all the matters of said inquiries were fresh in his recollection, its contents are more to be relied on than this defendant's present recollection of the facts therein stated. But this defendant's present recollection confirms and agrees with the statements there made, and he avers them to be correct and true as to facts, and honest and sincere as to opinions.

That soon after writing said letter of September 21, and as soon as he learnt that said Black had returned, this defendant proceeded to Ellsworth, and had an interview with said Black some time in October, 1844, in behalf of said Miller, on the subject of said lands, and, as this defendant believes and thinks, exhibited to said Black the aforesaid letters from said Miller, dated September 11 and 13, 1844. Said Black then stated to this defendant, substantially, that he had been called upon by several individuals in relation to the same matter within the last five or six years, but by none having authority to close the business; and that he could not say much about it until this defendant had the original contracts, and a power of attorney to act in the matter; that

applications had been made to him for the purchase of said lands, and he could not wait long, as whoever purchased the lands would wish to make preparations for lumbering the ensuing season. The above is substantially the conversation with said Black, as nearly as this defendant is now able to remember the same.

And this defendant further answering says, that among the persons to whom this defendant had applied for information upon the subject matter of said Miller's letters was Rufus Dwinal, of Bangor, to whom this defendant communicated said letters, and from whom, among others, this defendant had received the opinions as to the value of said lands, communicated in this defendant's letter to said Miller of September 21, 1844. After this defendant's return from said interview with said Black, said Dwinal called upon this defendant, and offered to give him one thousand dollars for said contracts, before referred to. But this defendant was not then in possession of said contracts, and had no authority to sell the same.

That after the aforesaid interview with said Black, the precise date of which this defendant is unable to fix, this defendant went to Connecticut, which is his native State, and thence to New York, where he saw said Heman Norton, and stated to him fully all he had done in relation to the business aforesaid. Said Norton then stated to this defendant that he was tired of the whole concern, and wished this defendant to close the matter in the shortest possible time. Said Norton further stated to this defendant that one thousand dollars was more than he ever expected to be realized from said contracts, and that if this defendant could not obtain that sum he might take less, and pay his, said Norton's, proportion to said Miller. Said Norton proposed to execute a power of attorney to this defendant, empowering him to act for said Norton in disposing of his interest in said contracts, and to forward the same to the cashier of one of the banks in Boston, the Boston Bank, as this defendant thinks, which this defendant should be authorized to receive on depositing with said cashier the personal obligation of said Miller to pay him, said Norton, one-fourth of the proceeds of whatever might be made from said contracts.

That this defendant then proceeded to Boston, where said Miller then was, and there saw said Miller, and stated to him, as he had previously stated to said Norton, what this defendant had done, and the substance of this defendant's interview with said Black and said Norton. Said Miller expressed himself perfectly satisfied with what this defendant had done in the premises, and with the offer of one thousand dollars which had been made for said contracts, and then told this defendant to accept said offer, if he could not obtain a better one. Said Miller, at the same time, specifically stated to this defendant that the holders of said contracts were not able, and did not intend, to purchase said lands on their own account, which would involve an advance of money. And said Miller instructed this defendant to find some person who would be willing to purchase said lands of said Black, make the advances required, and permit the holders of said

contracts to have the benefit of some portion of said lands—that is, to have the right of receiving some portion, after payment of the purchase money out of said lands, if said purchase should be found a successful speculation; and if this defendant could not succeed in making such an arrangement, he was to sell said contracts for the most he could get.

And this defendant further says, that he perfectly understood at the time that said contracts were not considered as possessing any legal value, and that the holders thereof were not in a condition to avail themselves, by a purchase, of any equitable considerations which said Black might be willing to extend to them.

And this defendant further understood, that the only grounds upon which he could offer said contracts for sale to any person were such as might be supported by the supposition that said Black, in consideration of the large amounts of money which had been paid under said contracts, might be willing to sell said lands to a person holding said contracts for a lower price than to any person entirely disconnected therewith, and the further consideration that said Black might be more ready to make sale of said lands when said contracts were in his own possession, although he did not acknowledge any legal claim under and by virtue thereof.

And this defendant further says, that in pursuance of the arrangements herein before stated, he obtained from said George Miller his obligation to pay said Heman Norton one fourth part of what said contracts might be sold for, and left the same with the cashier of the bank aforesaid, and thereupon received from said cashier said Norton's power of attorney, hereunto annexed, and marked D, and he then received from said Miller his power of attorney, hereunto annexed, and marked D, both of which he makes part of this answer. And the said Miller, at or about the same time, delivered to this defendant the two original contracts of said John Black described in said bill, with the endorsements and assignments on the same, to and by the several persons described in said bill, though what were the exact terms of said assignments, and the legal rights growing out of the same, this defendant does not know, and prays that, if material, the same may be proved and shown, by competent evidence. And as to the agreement alleged in said bill to have been made by said Nathaniel Garrow, Heman Norton, George Gorham, and Charles Ramsdell, on the 28th day of March, 1836, or the terms thereof, this defendant knows nothing, and prays that, if material, the same may be proved.

And this defendant admits and states that said Miller delivered to him, at or about the same time, a certain paper purporting to be an assignment from George Gorham to Marcus B. Osborn and Courtland Starr, of all said Gorham's interest in said contracts, and also another written paper purporting to be an assignment of said interest from said Osborn and Starr to George Miller, and a copy of a power of attorney from said Osborn to said Starr; all of which papers are still in the possession of this defendant, and copies thereof are annexed, and marked E.

And as to the alleged assignment by Nathaniel Garrow to John Garrow, and by said Nathaniel Garrow to Thomas T. How, jr., and James Seymour, this defendant knows nothing, and prays that, if material, the same may be proved; neither does this defendant know anything concerning the alleged assignments from said Gorham to Osborn and Starr, and by said Osborn and Starr to said Miller, other than what appears to be set forth in said papers annexed, and which this defendant prays may be proved, if material.

And this defendant admits that said lands were principally valuable for their timber, though he has no knowlege of said lands from actual observations; but as to the alleged conviction and belief under which the parties to said contracts and assignments acted in purchasing, and as to any certificates touching the value of said lands, and the effect of such certificates, or whether the same were true or false, this defendant knows nothing, never having seen or heard of any such until since the filing of this bill; nor does he perceive any connexion between the facts thus alleged and the case presented in and by said bill.

And this defendant knows nothing touching the alleged expectation of John Black in selling said lands to said Ramsdell, or when any part of the purchase money on said original contracts was paid, or whether any part thereof was ever paid, or by whom, or under what circumstances; or of the alleged receipts of said John Black to Heman Norton, dated April 25, 1836; or of the payment or non-payment of any drafts or notes received by said Black of said Norton; or of the alleged failure of Charles Ramsdell to pay his proportion of said purchase money, or of the alleged abandonment by said Ramsdell of his interest in said contracts; or of certain alleged operations by said Norton and others upon said lands in the winter of 1836-7; or of any appropriations of the proceeds of such operations, or of any alleged operations upon said lands under the authority of said Black, and his alleged appropriations of the proceeds; and of any and all things alleged in said bill relating to all the matters and things above specified, this defendant knows nothing, and never had any information concerning the same, and prays that, if material, the same may be proved.

And this defendant knows nothing of the actual quantity of timber on said lands at any time, and never had any information touching the same except from hearsay, but admits that the amount stated in said certificates is, probably, greatly exaggerated and incorrect. And this defendant knows nothing of the amount alleged to have been paid under said contracts by the several purchasers subsequent to said Nathaniel Garrow, Norton, and Jairus S. Keith, and has no means of knowledge or belief concerning the same, and prays that if, material, the same may be proved.

And this defendant knows nothing of the alleged interview and conversation between Courtland Starr and said John Black, in the fall of 1838, or of the alleged interview between said Starr and said Black, in September, 1839, or of the alleged pecuniary embarrassments of

he parties interested in said contracts, or whether, or from what motives, they ceased all further negotiation with said Black, as alleged in said bill, or of the letter alleged to have been written to said George Miller by said Black, dated July 22, 1844, or said Miller's alleged answer thereto, or if said Miller's alleged illness and engagements at that time, or of the alleged places of residence of said Garrow, How, and Seymour, except as herein before stated, and he prays that, if material, the same may be proved.

And as to the letter alleged to have been written to this defendant by said George Miller, early in September, 1844, this defendan tsays that he received no other letters from said Miller than those of the 11th and 13th of September, before mentioned; and he further avers, that he had no other interview with said Black in the month of October, 1844, than that which he has herein before set forth; and he further avers, that he has herein before set forth truly, and to the best of his recollection, the conversation which he then had with said Black, which conversation this defendant repeated to said Norton and Miller, substantially as it is herein before set forth, and nothing further or otherwise, at his interview with said Norton in New York, and with said Miller in Boston. And this defendant specifically denies having made any of the statements alleged in said bill to have been made by this defendant to said Norton and Miller as they are therein set forth, or in any manner whatever, so far as the same differ with the remarks herein before stated to have been made in the conversation with said John Black, as aforesaid; and this defendant particularly denies having stated to said Norton or Miller that said Black would do nothing whatever with the holders of said contracts, if it was not done within a week, or that this defendant fixed any specific time within which the same must be done, or that said Black said he had waited long enough for them, and would sell the township to others, without regard to their interests, if they did not act immediately. This defendant admits stating to said Miller and Norton that he could get a thousand dollars for said contracts; but he denies having added the condition, "if they would sell the same immediately;" but he probably did say to said Miller and Norton that said offer must be accepted soon, as this defendant was aware that whoever purchased said lands would wish to do so in season to prepare for lumbering operations on said lands the ensuing season. This defendant has no recollection of having said to said Miller or Norton, and denies that he did say, that "if that course was not taken they must lose every thing, unless they could enforce their equitable claims against said Black by a suit," or any thing to that effect. This defendant did not assume to advise said Norton or Miller, but confined himself to stating the facts to said Norton and Miller, as are herein before set forth and admitted.

And this defendant further denies having made to said Miller or Norton any statements touching the character or value of said lands, other than are set forth in his letter to said Miller, dated September 21, 1844,

the substance of which this defendant particularly reiterated in his conversations with them on that subject. And if this defendant did say that this lands were of doubtful or uncertain value, and worth but one dollar per acre in the market, he said what he fully believed then, and what was true, as this defendant now avers, under the limitations, and as explained in this defendant's letter to said Miller, of September 21, 1844, which said letter was then in said Miller's possession; and in whatever this defendant said of the value of said lands, he referred to their market and not their intrinsic value, of which this defendant averred, and professed to know, nothing.

And this defendant further answering admits, that it was understood at the time he received said powers of attorney from said Miller and Norton, that he should ascertain from said Black the lowest terms upon which the said Black would be willing to sell said lands to the holders of said contracts, and that it was supposed said Black might be willing to sell said lands to the holders of said contracts at a lower price than to other persons; and that the design of obtaining such information from said Black was to enable said defendant to dispose of said contracts to advantage, either by procuring a purchaser who would make the advances, and permit the holders of said contracts to retain an interest therein as is herein before set forth, or else by an absolute sale and transfer of said contracts for a sum of money; this defendant being expressly authorized to sell said contracts for the most he could get, on the basis, and with the advantage, of any equitable considerations which said Black might be influenced by towards those who might by purchase become the holders thereof, and thereby entitled to the benefit of any such considerations; and the proposed negotiations with said Black was for no other purpose than to enable this defendant to sell said contracts by means of the effect of such supposed equitable considerations which might attach to the contracts themselves; it being expressly understood in the conversations with said Miller and Norton that said contracts possessed no real legal value, which could induce any person to purchase them, or any value other than that which might arise from the considerations before stated. But this defendant further avers, that he had no authority to act for any persons in the sale of said contracts but said Norton and Miller, which, with the possession of the contracts themselves, was all that said Miller judged to be necessary, this defendant being then in communication with said Miller, and leaving to adjust matters with the other parties interested as they might agree among themselves; this defendant being expressly authorized by said powers of attorney to sell the interests of said Norton and Miller, and by said Miller to deliver the contracts themselves to whomsoever might become the purchaser of said Norton's and Miller's interests therein; said contracts being placed in this defendant's hands for that purpose, and because said Black would not negotiate with any person, on behalf of said contracts, who was not in possession thereof, as herein before stated. But this defendant denies that he was not to sell said contracts unless he could obtain said Black's lowest terms, as it was the expressed wish of said Miller and

said Norton that this defendant should sell said contracts at all events, as aforesaid, and in the event of said Black's refusing to name his lowest price, or of this defendant's becoming satisfied, from communications with said Black, that he would not name a price which would enable this defendant to sell said contracts to advantage, this defendant deemed himself authorized and instructed to sell said contracts for the most he could get, without reference to said Black or his price; this defendant well and perfectly understanding that said Miller and Norton had no design of purchasing said lands, or retaining said contracts, whatever price said Black might fix upon, and that the sole object of getting said Black's lowest price was to fix one so low as, if known, would beneficially affect the sale of said Norton's and Miller's interests in said contracts. In no other sense, and with no other view, was this defendant to get, if possible, said Black's lowest terms before selling as aforesaid.

And this defendant further answering says, that immediately after receiving his first letter from said Miller, he exhibited the same to George W. Pickering, of Bangor, one of these defendants, and a man of wealth and high character in Bangor, and well known as having had much previous connexion with, and experience in, timber lands, and from whom, among others, this defendant then received a portion of the information communicated in his letter to said Miller, dated September 21, 1844. And this defendant then requested said Pickering to become interested in said lands, and to purchase the same, allowing the said Miller, and others interested, to retain an interest in said purchase, in the manner herein before stated; but said Pickering then declined to become interested in said lands in any way. Upon this defendant's return to Bangor, after his interviews with said Norton and Miller as aforesaid, he again called on said Pickering and exhibited to him said contracts and assignments, which had been placed in this defendant's hands by said Miller, and stated fully and frankly to said Pickering this defendant's wishes and instructions, and that he desired so to dispose of said contracts as would be most for the interest of said Norton and Miller, for whom he acted, and again requested said Pickering to purchase said lands, allowing the holders of said contracts to retain an interest therein, in the manner herein before set forth. After consultation, said Pickering finally agreed that if this defendant could make an arrangement to purchase said lands of said Black at what he, said Pickering, considered a fair price, he, said Pickering, would purchase the same, and allow the holders of said contracts to retain an interest therein as aforesaid, said Pickering making the necessary advances and payments. It was then agreed between said Pickering and this defendant, that they would go to Ellsworth, and see said Black, and ascertain the terms on which he would agree to sell said lands, and accordingly this defendant and said Pickering did go to Ellsworth, and saw and conversed with said Black on the subject. And this defendant then and there stated to said Black, fully and particularly, what his purposes and objects were, and his desire to make an arrangement

through said Pickering, by which the holders of said contracts could be benefitted in the manner proposed, and desired said Black, with that view, to name the lowest terms upon which he would sell said lands. Said Black then requested this defendant to leave the papers with him for examination, and agreed to return them to this defendant in a short time, with his lowest terms in writing. Accordingly, this defendant left said papers, and with said Pickering returned to Bangor; and shortly afterwards this defendant received from said Black a letter, dated November 6th, 1844, with said papers, a copy of which letter is annexed, and marked F, and makes a part of this answer.

Immediately after receiving said letter, this defendant exhibited the same to said Pickering, who read it, and at once declined having any further to do with the business, and said that he would not purchase, in the manner proposed, at a price exceeding seventy-five cents per acre, as he would be obliged to take the whole risk of so large an investment upon himself; and he declined making this defendant any offer for said contracts.

Previous to applying to said Pickering as aforesaid, this defendant had conversed with other persons, and particularly with Rufus Dwinal, of Bangor, in relation to the same matter, and said Dwinal had offered this defendant the sum of one thousand dollars for said contracts, which offer this defendant had not accepted, wishing, if possible, to make such an arrangement as had been proposed to said Pickering, and hoping that such terms could be obtained from said Black as would enable this defendant either to make said arrangement, or to obtain a higher sum than one thousand dollars for said contracts. Finding, from the result of his interview with said Black and his negotiation with said Pickering, that it was useless to attempt to find a purchaser of the lands in the manner proposed, this defendant again applied to said Dwinal, and exhibited to him said Black's letter aforesaid, of November 6th, 1844, whereupon said Dwinal said, that he would give nothing for said contracts at the price named in said letter, nor would he purchase said contracts unless this defendant would agree to obtain said lands of said Black at the price of one dollar per acre.

And this defendant further answering says, that up to this period, viz., said Dwinal's refusal to purchase said contracts as aforesaid, this defendant had had little conversation or communication with said defendant, Amos Davis, relative to the purchase of said lands or said contracts. This defendant was aware that said Davis had previously been in negotiation with said Black relative to the purchase of said lands, but said Davis had declined, on a previous application of this defendant, to make any offer for said contracts, and was not in a condition, as this defendant well knew, to purchase said lands on his own account, and make the necessary advances. Failing, however, to make any arrangement with said Pickering or said Dwinal, this defendant again proposed to said Davis to become the purchaser of said contracts. This proposition resulted, soon after, in an offer from said Davis of $1,050 for said contracts, on the condition that this defendant

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would, should he accept said offer, aid said Davis to obtain the lands from said Black at as low a price as possible, by continuing to act ostensibly for the holders of said contracts, so that said Davis might have the benefit of any equitable considerations said Black might be disposed to entertain and allow to the holders of said contracts in fixing the price of said lands.

And if, as is alleged in said bill, this defendant wrote to said George Miller, under date of November 9, 1844, that the lowest price said Black would sell said lands for was one dollar and fifty cents per acre, and that he had an offer of one thousand and fifty dollars for said contracts, and that no one in Bangor considered said lands worth more than one dollar per acre, this defendant wrote what, from his conversation with and letter from said Black, he had good reason to suppose was true, and what was in fact true with regard to the estimation in which said lands were held in Bangor, and the offer of $1,050 for said contracts. And this defendant believes that he did, about the date named, write a letter to said Miller substantially as set forth in said bill, but he does not remember the exact date or terms of said letter, and he prays that, if material, the same may be produced and proved.

And this defendant further says, that he did not at once accept said offer of said Davis, because he was in hope to obtain a still higher offer for said contracts. This defendant did not, in his negotiation with said Davis, inform him of what had passed between this defendant and said Black, or of said Black's letter to this defendant of Nov. 6, 1844, because he was apprehensive that if he exhibited said letter he should not be able to sell said contracts at any price; and, as the agent of said Miller and Norton, he did not consider himself bound to communicate information which might defeat the object they had in view. And about the time said offer was made by said Davis, but whether before or after this defendant is now unable to state, he received a second letter from said Black, dated Nov. 7, 1844, a copy of which is annexed and marked G, and which this defendant makes a part of this answer.

And this defendant further answering says, that while said negotiation with said Davis was pending, in the hope that said Black might be induced to reduce his price so low that this defendant could effect something for the interest of said Norton and Miller more than he then saw reason to expect, he addressed a letter to said Black, dated Nov. 11, 1844, a copy of which is annexed and marked H, which is made a part of this answer; to which letter this defendant received an answer from said Black, dated Nov. 13, 1844, which is made a part of this answer, and of which a copy is annexed and marked I. On the receipt of said answer this defendant went immediately to Ellsworth, on the same day, being Friday, and had another interview with said Black. This defendant went to see said Black, because he was not authorized to make any offer for said lands on the part of said Norton and Miller, and had not been able to find a purchaser as before stated, and in the hope that said Black might be induced so to lower his price as to enable this defendant to make a favorable arrangement as herein

before stated. But on conversing with said Black this defendant found that said Black utterly refused to lower his price to one dollar per acre, or any thing substantially approximating to that sum ; said Black stating to this defendant that he had no doubt he could sell said lands, for cash, at one dollar and twenty-five cents per acre. At that time said Black declined making any specific offer to this defendant, other than he had before made, and wished this defendant to make an offer for said lands, according to the suggestion contained in his letter of Nov. 13, 1844. This defendant was unable to make any specific offer to said Black, for the reasons herein before stated. and he accordingly left said Black, with the intimation that he would answer his letter of Nov. 13, 1844, after his return to Bangor, and this defendant returned to Bangor the same evening. After said return, not being authorized, or in a condition to make said Black any specific offer, believing and knowing, as he supposed, that said Norton and Miller had neither the intention or the means to purchase said lands ; being satisfied that said Black would not so reduce his price as that this defendant would be able to effect a sale of the lands ; and being informed by several persons acquainted with said lands that they were not worth the price at which said Black held them ; having no other offer for said contracts than that made by said Davis ; being satisfied that no better offer could be obtained, and apprehensive that said Davis might obtain information of the result of this defendant's previous negotiations with, and letter from, said Black, this defendant concluded to accept the offer of said Davis, and accordingly did so accept the same on the 16th day of Nov., 1844. And this defendant did not at any time, before accepting said offer, communicate to said Davis his previous negotiations with, or letters from, said Black, for the reasons before stated, viz., that he did not wish said Davis to know the price at which said Black held said lands ; and had this defendant delayed closing said agreement with said Davis, it would have been solely with a view of communicating with said Miller, whose views this defendant supposed he fully understood ; and in the mean time said Davis might have become aware of the price previously fixed by said Black, in which case this defendant feared that said Davis might retract his said offer, a result which this defendant wished to avoid, as he feared that, unless said Davis purchased said contracts, they could not be sold at all. This defendant, therefore, closed the contract aforesaid with said Davis, and executed an assignment to him of all said Norton's and Miller's interest in said contracts, under date of Nov. 16, 1844, and took said Davis' written obligation to pay said Norton and Miller the aforesaid sum of $1050, under the same date. Said assignment and obligation are, as this defendant believes, correctly set forth in the bill, and this defendant refers thereto as a part of this answer.

And as to the provision contained in this defendant's agreement with said Davis, of Nov. 16, 1844, that said Davis might have the benefit of all previous negotiations with said Black, through this defendant, and that said negotiations should be continued for said Davis' benefit,

at said Davis' expense, this defendant says that this was a part of the original offer of said Davis, and a stipulation which this defendant considered he had a perfect right to make under the instructions and wishes of said Norton and Miller, and which it was for the interest of said Norton and Miller that this defendant should make, as it formed a material part, as this defendant supposed, of said Davis' inducement to purchase said contracts, inasmuch as, if any legal rights remained under said contracts, they were worth nothing, from the large amount still remaining due to said Black, and said contracts had no value other than as they afforded grounds for an appeal to certain equitable considerations arising from the amount already paid thereon ; and this defendant could not, after pressing these considerations upon said Davis as giving a value to said contracts, have well refused to make the stipulation, required to be performed, at the expense of said Davis, and not of these defendants. And that this defendant was authorized to make said stipulations will appear, as this defendant is advised and believes, from the allegations contained in said bill.

And this defendant further answering says, that by the terms of the agreement between said Davis and this defendant, said sum of $1050 was to be paid in cash, but said Davis not being able to pay the cash at the time, it was agreed that said Davis should give his obligation to pay said sum as set forth in the bill, and that the papers should be deposited in the Kenduskeag bank until said Davis paid said money ; all which was accordingly done. And it was further agreed that this defendant should go to Ellsworth on the Monday following, which would be Nov. 18, 1844, and endeavor to negotiate with said Black according to his agreement ; but on the next day, viz., Nov. 17, 1844, this defendant received a letter from said Miller, dated Nov. 12, 1844, a copy of which is annexed and marked K, and which is made a part of this answer. In consequence of this letter, and immediately after receiving it, this defendant called on said Davis, exhibited said letter to him, and requested that all other proceedings in the business might be suspended until said Miller should arrive. Said Davis stated that he considered the agreement made, and was unwilling to wait so long, as it was then late in the season ; but this defendant convinced said Davis that he would not probably be the loser in so waiting, by exhibiting to him the letters of said Black, dated Nov. 6 and 13, and explaining to him fully what had already passed between him and said Black, and persuading him that said Miller's personal efforts with said Black might probably effect a result beneficial to both parties. Said Davis was much offended with this defendant for not having exhibited to him said Black's letter of Nov. 6, before said agreement was made, and stated that he should not have made said agreement had he seen said letter ; but he finally acceeded to this defendant's views, and at the suggestion of this defendant, and with a view to encourage the exertions of said Miller, said Davis gave this defendant a written obligation to pay said Miller all that he should be able to obtain said lands of said Black for, less than one dollar per acre ; which sum said Davis stated he was willing to

pay for said lands. And this defendant is unable to find the original of said written obligation among his papers, but he finds either the rough draft, or a copy thereof, and he annexes a copy hereunto, marked L, which he believes to be a true copy, and makes a part of this answer. And said Davis also agreed to wait for the arrival of said Miller until the 25th day of said November, this defendant believing that he should be able to communicate with said Miller so that he could reach Bangor by that day, if he concluded to come, as stated in his letter of Nov. 12, 1844.

And this defendant further answering says, that as soon as he had made said arrangement with said Davis, and on the 18th of Nov. 1844, he wrote said George Miller, but said defendant kept no copy of said letter, and is unable to state its contents; but this defendant has the impression that he sent said Miller the aforementioned agreement of said Davis, marked L, or a copy thereof; and whether in said letter he made the statements alleged in said bill, this defendant is unable to say, but he prays that, if material, the same may be exhibited and proved. And if this defendant did, in said letter, make the statements alleged in said bill, he avers that the same were substantially true; and if this defendant did say that he had received no answer to his letter to said Black, relative to his price of one dollar and fifty cents per acre for said lands, of which this defendant has no recollection, he undoubtedly meant to say that said Black had made no other offer to this defendant. But as this defendant wrote said letter in great haste, he might have expressed himself in a manner literally incorrect, but in no way substantially varying the facts as they existed in any material point. This defendant had no motive or intention to deceive said Miller, and would not have been so unwise as to have attempted to do so under the circumstances, when he was expecting that said Miller was shortly to have an interview with said Black, and would then learn all that this defendant had done, more especially as to insure the prompt delivery of said letter, and that said Miller might reach Bangor by the 25th of said November; and inasmuch as a letter between Bangor and Riverhead, the place of said Miller's residence, ordinarily occupied five days in its passage, this defendant did, as he avers, make an arrangement to forward said letter by express, so that said Miller should get the same in due season to enable him to reach Bangor, after its reception, on or before the said 25th day of said November. And this defendant further avers, that said letter must have been received on the 20th of said November, as this defendant, on the 25th of said November, received a letter from said Miller, dated on the 20th, acknowledging the receipt of this defendant's aforesaid letter of the 18th, a copy of which said letter from said Miller is annexed, and marked M, and makes a part of this answer.

By this letter this defendant deemed himself fully authorized to close the matter with said Davis, if said Miller did not arrive by the 25th of said November, and he did not arrive; whereupon said Davis

paid said sum of $1050 to this defendant, and the agreement with said Davis was closed accordingly.

And whether said assignment of said contracts, set forth in the bill, by this defendant to said Davis, was actually executed by this defendant on said sixteenth day of November, 1844, this defendant does not now so accurately remember as to be able to state positively, but his strong impression and belief is, that said assignment was so executed on that day, and he is sure that said Davis' written obligation was executed on that day, and that all the papers were deposited in the Kenduskeag bank, as is herein before set forth, and were there when this defendant received said letter from said Miller, dated Nov. 12, 1844, and that nothing was done in relation to said agreement between said Davis and this defendant, after the reception of said letter, and before said 25th of November, except to procure the delay and the further agreement of said Davis, herein before set forth.

And this defendant further answering says, that, on the same 18th day of November, and in order to carry out fully and entirely the wishes of said Miller, this defendant wrote said John Black, informing him of the proposed and expected arrival of said Miller, and requesting said Black to wait said Miller's arrival; and received from said Black an answer, dated on the same 15th day of November, acknowledging the receipt of said letter. Copies of both are annexed, and marked N, N, and make a part of this answer.

And this defendant knows nothing of the circumstances alleged to have prevented the journey of said Miller to Bangor, early in November, 1844, or his arrival on said 25th of November, and prays that, if material, the same may be proved.

And this defendant further answering says, that immediately after said agreement with said Davis was concluded as aforesaid, and on the 26th day of said November, this defendant, at the request of said Davis, and in pursuance of his said agreement, went to Ellsworth to see said Black, and to negotiate with him ostensibly for said Miller and Norton, but really for said Davis, and he did then and there negotiate with said Black for a long time; and said negotiation finally, and after much conversation, and many objections on the part of said Black, resulted in an offer of said Black to sell said lands for the gross sum of thirty thousand dollars, payable one-fourth in cash, and the residue in three equal annual payments, with interest. This defendant immediately communicated said offer to said Davis, and he soon after, this defendant believes in the course of the next day, told this defendant that he should accept said offer; and this defendant, at said Davis's request, wrote to said Black, under date of November 27, 1844, notifying him thereof; a copy of which letter is annexed, and marked O, and makes a part of this answer. And, in pursuance of the intention expressed in said letter, this defendant and said Davis went to Ellsworth on the 29th day of said November and saw said Black, and said Davis then and there expressed his readiness to purchase said lands at the price stated. This defendant also notified said Black that he had assigned

said contracts to said Davis, and said Black requested this defendant to execute assignments of said contracts to said Davis on the back thereof. This defendant then stated to said Black that he had no authority, except from said Miller and said Norton, as said Black must be aware from having examined the papers. Said Black replied that he knew that, and was ready to close the matter; that the assignment was a mere matter of form, as the contracts had long been forfeited, and he acknowledged no claim under them. Whereupon this defendant executed a paper, of which a copy is annexed, and marked P, and of which the original was annexed, as defendant believes, to one of said contracts.

And this defendant further answering says, that said Davis then and there signed four notes, for the sum of $7,500 each, one payable on demand, and three payable in one, two, and three years from date, with interest annually, and said Black executed a contract to said Davis to convey him said lands, on payment of said notes, as this defendant understood the transaction; but before said negotiation was perfected, and said notes and contract delivered, said Black stated to said Davis that his constituents always required two names on notes taken for the sale of lands; upon which said Davis remarked that he must, in that case, go to Bangor, and make arrangements for another name; but after some further conversation between said Davis and said Black, said Davis requested this defendant to step aside with him, and then proposed to this defendant to sign said notes with him, and, as an inducement to this defendant to sign said notes, the said Davis promised this defendant to pay him liberally for so doing, and that he would leave it to Mr. Pickering, whom this defendant well knew, and in whom he had great confidence, to fix the amount which this defendant should receive for signing said notes; whereupon this defendant agreed to sign said notes with said Davis, and did sign them, and said negotiation was concluded. This defendant and said Davis then returned to Bangor, and, after some days, this defendant called upon said Davis to pay him for his services in negotiating with said Black, under the aforesaid agreement, and for signing said notes; whereupon said Davis referred this defendant to said Pickering to fix the amount, according to his promise aforesaid, and after some conversation and deliberation said Pickering decided that said defendant should receive the sum demanded by him, being fifteen hundred dollars, in full of all claims for his services and for signing said notes, which sum was afterwards paid to this defendant by said Pickering, at the request of said Davis.

And this defendant avers, that up to the time when said transaction with said Black was closed by said Davis as aforesaid, he did not know, or suspect, that any other person than said Davis was concerned in said purchase; he was told by said Davis at some time before said purchase was concluded, but at what exact time he cannot state, that said Pickering was to aid him in making the cash payment, but that was all this defendant knew about it from any person. He did not certainly suppose that said Pickering was concerned in said purchase at the time he

agreed to refer the question of his compensation for signing said notes to said Pickering, or when said Pickering did decide the amount of that compensation, and for his other services; nor does this defendant now know that said Pickering was interested in said purchase at either of those times. In short, this defendant neither knew nor suspected that said Pickering or said McCrillis had any interest in the matter; nor does he know at this time how either of them stood in relation thereto.

And this defendant further says, that, in all the transactions herein before set forth, he acted with the most entire good faith towards the said Miller and said Norton, and, as he believed, was most for their interest; and he then believed, and still believes, that he disposed of said Norton's and Miller's interest in said contracts to the best possible advantage. And he further avers, that he had no interest whatever in said purchase made by said Davis, and that all this defendant did therein, after said 25th day of November, was done solely in pursuance of his previous contract with said Davis, as herein before stated, and that he had no idea of signing any notes when he went with said Davis to Ellsworth, and that he has related truly the reasons why he signed them, and the amount paid him for so doing; and that he had no share in said purchase, and received no other money, property, or securities, than is herein before stated.

And this defendant admits that, after said purchase was concluded, he wrote to said Miller, under what particular date this defendant cannot recollect, and enclosed him the amount received from said Davis, deducting his own charges for services and expenses. This defendant is unable to state the precise contents of said letter; but if he stated that the price was one dollar and fifteen cents, or thereabouts, per acre, he probably supposed, without calculation, that it would amount to about that sum, or he might have had reference to the whole cost of said lands to said Davis, the purchaser, as he remembers hearing said Davis state that the said purchase would amount to about one dollar and fifteen cents per acre. And if this defendant further stated in any such letter that the whole amount was payable in cash, he probably meant that said sale was a cash sale, as it in fact was in a mercantile sense; all sales for cash and notes on interest being cash sales, or said statement might have been a mere inadvertence. But this defendant avers that neither of said statements, if any such were made in any such letter, were designed to deceive or mislead said Miller in any way, as this defendant had no motive to do so; nor does he now regard either of such alleged statements as in any way material, it being of no consequence to said Miller and Norton for how much said lands sold, if for not less than one dollar per acre, or whether for cash or credit. This defendant is a merchant, and not a speculator in lands, and his ideas of cash and credit sales are derived from the understanding of such things in buying and selling merchandise; and whatever said supposed letter might have contained, this defendant probably considered the material part thereof to have been the amount received for said contracts, and the amount to be paid said Miller. But this defendant

said contracts to said Davis, and said Black requested this defendant to execute assignments of said contracts to said Davis on the back thereof. This defendant then stated to said Black that he had no authority, except from said Miller and said Norton, as said Black must be aware from having examined the papers. Said Black replied that he knew that, and was ready to close the matter; that the assignment was a mere matter of form, as the contracts had long been forfeited, and he acknowledged no claim under them. Whereupon this defendant executed a paper, of which a copy is annexed, and marked P, and of which the original was annexed, as defendant believes, to one of said contracts.

And this defendant further answering says, that said Davis then and there signed four notes, for the sum of $7,500 each, one payable on demand, and three payable in one, two, and three years from date, with interest annually, and said Black executed a contract to said Davis to convey him said lands, on payment of said notes, as this defendant understood the transaction; but before said negotiation was perfected, and said notes and contract delivered, said Black stated to said Davis that his constituents always required two names on notes taken for the sale of lands; upon which said Davis remarked that he must, in that case, go to Bangor, and make arrangements for another name; but after some further conversation between said Davis and said Black, said Davis requested this defendant to step aside with him, and then proposed to this defendant to sign said notes with him, and, as an inducement to this defendant to sign said notes, the said Davis promised this defendant to pay him liberally for so doing, and that he would leave it to Mr. Pickering, whom this defendant well knew, and in whom he had great confidence, to fix the amount which this defendant should receive for signing said notes; whereupon this defendant agreed to sign said notes with said Davis, and did sign them, and said negotiation was concluded. This defendant and said Davis then returned to Bangor, and, after some days, this defendant called upon said Davis to pay him for his services in negotiating with said Black, under the aforesaid agreement, and for signing said notes; whereupon said Davis referred this defendant to said Pickering to fix the amount, according to his promise aforesaid, and after some conversation and deliberation said Pickering decided that said defendant should receive the sum demanded by him, being fifteen hundred dollars, in full of all claims for his services and for signing said notes, which sum was afterwards paid to this defendant by said Pickering, at the request of said Davis.

And this defendant avers, that up to the time when said transaction with said Black was closed by said Davis as aforesaid, he did not know, or suspect, that any other person than said Davis was concerned in said purchase; he was told by said Davis at some time before said purchase was concluded, but at what exact time he cannot state, that said Pickering was to aid him in making the cash payment, but that was all this defendant knew about it from any person. He did not certainly suppose that said Pickering was concerned in said purchase at the time he

agreed to refer the question of his compensation for signing said notes to said Pickering, or when said Pickering did decide the amount of that compensation, and for his other services; nor does this defendant now know that said Pickering was interested in said purchase at either of those times. In short, this defendant neither knew nor suspected that said Pickering or said McCrillis had any interest in the matter; nor does he know at this time how either of them stood in relation thereto.

And this defendant further says, that, in all the transactions herein before set forth, he acted with the most entire good faith towards the said Miller and said Norton, and, as he believed, was most for their interest; and he then believed, and still believes, that he disposed of said Norton's and Miller's interest in said contracts to the best possible advantage. And he further avers, that he had no interest whatever in said purchase made by said Davis, and that all this defendant did therein, after said 25th day of November, was done solely in pursuance of his previous contract with said Davis, as herein before stated, and that he had no idea of signing any notes when he went with said Davis to Ellsworth, and that he has related truly the reasons why he signed them, and the amount paid him for so doing; and that he had no share in said purchase, and received no other money, property, or securities, than is herein before stated.

And this defendant admits that, after said purchase was concluded, he wrote to said Miller, under what particular date this defendant cannot recollect, and enclosed him the amount received from said Davis, deducting his own charges for services and expenses. This defendant is unable to state the precise contents of said letter; but if he stated that the price was one dollar and fifteen cents, or thereabouts, per acre, he probably supposed, without calculation, that it would amount to about that sum, or he might have had reference to the whole cost of said lands to said Davis, the purchaser, as he remembers hearing said Davis state that the said purchase would amount to about one dollar and fifteen cents per acre. And if this defendant further stated in any such letter that the whole amount was payable in cash, he probably meant that said sale was a cash sale, as it in fact was in a mercantile sense; all sales for cash and notes on interest being cash sales, or said statement might have been a mere inadvertence. But this defendant avers that neither of said statements, if any such were made in any such letter, were designed to deceive or mislead said Miller in any way, as this defendant had no motive to do so; nor does he now regard either of such alleged statements as in any way material, it being of no consequence to said Miller and Norton for how much said lands sold, if for not less than one dollar per acre, or whether for cash or credit. This defendant is a merchant, and not a speculator in lands, and his ideas of cash and credit sales are derived from the understanding of such things in buying and selling merchandise; and whatever said supposed letter might have contained, this defendant probably considered the material part thereof to have been the amount received for said contracts, and the amount to be paid said Miller. But this defendant

does not remember, and therefore does not admit, that any such supposed statements were contained in any letter written by this defendant to said Miller, and prays that, if material, the same may be proved.

And this defendant admits that he soon after received from said Miller a letter, dated December 12, 1844, a copy of which is annexed and marked Q, and makes a part hereof. This defendant knows nothing of any alleged letters from said Miller to said Black, Davis, and Pickering, and prays that, if material, the same may be proved.

And this defendant again denies that he made any other allegations to said Miller or said Norton, than those herein before set forth, and admitted. And he avers that all such allegations were true; especially does he aver it to be true that said lands were not worth more than one dollar per acre, as an article of sale, (and in no other sense did this defendant speak of them,) in the estimation of people at Bangor, and that no person could be found who would give more than one dollar per acre for said lands; and he avers it to be true that he considered said Black's offer, contained in his letter of November 6, as his lowest offer, and was obliged so to consider it, as he obtained and could obtain no other offer from said Black. And he further avers it to be true, that all other offers for said contracts had been withdrawn, except on the condition that this defendant would obtain said lands for one dollar per acre, which this defendant could not do; and this defendant denies that he intentionally stated any thing in any letter to said Miller which he knew or believed to be incorrect in point of fact.

And this defendant expressly and explicitly denies that, as early as October, 1844, or at any other time before or after, he entered into a corrupt and fraudulent agreement with the other defendants, or either of them, to procure from the holders of said contracts an assignment of the same, for a trifling or a nominal sum, or any sum, and then to negotiate in the name of such holders an assignment of the same for a trifling or nominal consideration; but he admits that he did enter into an agreement with said Davis to negotiate with said John Black, in the names of said Norton and Miller, as is herein before set forth. And he denies that the same was done for any corrupt or fraudulent purpose to defraud said Norton and Miller, or any other persons, of so much as said Black, by compromise, might agree to take less than the fair value of said lands, or with any design other than is herein before set forth. And this defendant avers his belief now to be, that said sale of said contracts to said Davis was a good sale for all interested in said contracts, and that said Davis gave more for said contracts than they were worth; and that said Davis gained no more or other advantage by the purchase of said contracts, than the power to effect a purchase of said lands without such delay as would have prevented operations thereon that season, as this defendant believes; further, that said Black would have sold said lands to said Davis, after said contracts were in his hands, or to any other person, for as low a price as he did sell, even if said Davis had never purchased said contracts, or had any connexion with them; the full belief of this defendant being that said Black's sole idea

was to get possession of said contracts, and then to sell said lands for the most he could get.

And this defendant denies that either of said defendants was informed by him of any of his doings or correspondence with said Black or said Miller, to the best of this defendant's recollection and belief, except as is herein before set forth; and he admits that said Pickering and Davis went with him to see said Black at the several times herein before stated; the said Pickering accompanying him once, and said Davis never accompanying him until after said 25th day of Nov., 1844.

And this defendant denies that it was understood between him and said Norton and Miller, that said defendant should act as agent for all parties interested in said contracts. This defendant had no authority, except from the power of attorney of said Norton and Miller, and the possession of the papers which he was expressly authorized by said Miller to deliver to whomsoever might be the purchaser of said Norton's and Miller's interest therein, and to account with said Miller for the proceeds, leaving it with said Miller to adjust matters with other persons interested. And this defendant throughout expressly disclaimed acting for any other persons than said Norton and Miller, and said Black expressly so understood and repudiated the idea that any person had any rights, or that he should recognise any rights, as existing under said contracts. And this defendant has reason to believe, from communications since had with other parties, that said George Miller has retained to his own use the whole amount so as aforesaid paid him by this defendant, and refused to pay any part thereof to other persons interested in said contracts, not excepting the said Norton, as by a letter from said Norton, dated August 19, 1845, and a letter from said Thos. Y. How, jr., dated January 31, 1845, may appear; copies of which letters are annexed, and marked R. R., and make a part of this answer.

And this defendant further says, that if said complainants ever had any just claim or remedy in equity against this defendant, which he denies, it has become stale from said complainants' neglect to prosecute the same, and is barred by lapse of time.

And this defendant knows nothing of any alleged operations on said lands, since the purchase thereof, as he was not interested therein, and has no connexion therewith, and he cannot set forth an account of any such supposed operations; and he knows nothing of any alleged communications from said Miller to said Davis and Pickering, or when the complainants became conversant of the facts that said Pickering and McCrillis were interested in the purchase of said lands by said Davis; all of which, if material, this defendant prays may be proved.

And this defendant admits that said Miller, and a person calling himself John Garrow, have each been in the city of Bangor since said purchase, and have appeared to be interesting themselves about said purchase, and claiming an interest therein, as this defendant has understood; at what particular time or times said Miller and Garrow were in Bangor this defendant is unable to state, but he believes it was within

a year after said lands were sold to said Davis as aforesaid; but he prays that, if material, the complainants may be held to proof of the same.

And he further admits, that he understood a letter was received from one B. F. Hallett, by one of these defendants, he believes by said Davis, in relation to the supposed claim of said Miller and others upon said Davis, in relation to said lands, but this defendant never saw any such letter, and knows neither its date nor its precise character; and this defendant knows of no other application or claim, on the part of the complainants, in relation to said lands, prior to the commencement of this suit.

And to the specific interrogatories contained in said bill, and which this defendant is specially required to answer, this defendant says:

1. That he did receive from said Miller the several papers inquired for in the first interrogatory, as herein before set forth.

2 and 3. That the papers inquired for in the second and third interrogatories are still in the possession of this defendant; and copies are annexed, as set forth in this answer.

4. That an agreement was made with said Davis, as stated in the bill, and the same is therein correctly stated, that the original was given to said Davis, and has never since been in the possession of this defendant.

5. That said Miller did write to this defendant, under date of December 12, 1844, and a copy of said letter is annexed; whether said Miller wrote said Davis, under the same date, this defendant does not know.

6. This defendant knows nothing of the matter inquired about in this interrogatory.

And this defendant denies all and all manner of combination and confederacy charged in said bill; without this, that there is any other matter, cause, or thing in said bill contained, material or necessary to be answered unto, and not herein sufficiently answered, confessed, traversed, and avoided, or denied, is true, to the knowledge or belief of this defendant; all which matters and things this defendant is willing and ready to aver, maintain, and prove, as this honorable court shall direct, and prays to be hence dismissed, with his costs.

EPHRAIM PAULK.

W. P. Fessenden, and
G. F. Shepley, *Solicitors.*

District of Maine, U. S. circuit court, *ss:*

Subscribed and sworn to, this 28th day of October, A. D. 1848, before me,

FRED. HOBBS,
Master in chancery, and com'r of U. S. circuit court.

Letter from Miller to Paulk.

A.

RIVERHEAD, LONG ISLAND, N. Y.,
September 13, 1844.

DEAR SIR: Enclosed I send you a letter to Colonel Black. I hardly know what further to say than I have said in my former letter. I rely chiefly upon the faint hope that the township may be worth more than the demand now due on our bonds, and that Colonel Black will give us a chance to avail ourselves of it; if it is not, I suppose there is but little chance that he will give us any remuneration for the $40,000 he has already received. There is a difficulty about my coming to Bangor; Jewett & Co. still hold my notes, and, although they are outlawed, yet if I was to come there, I suppose they can arrest me on them, and I should be obliged to get bail, which would make me trouble. If there is any chance to do any thing with Colonel Black, I shall want you to arrange with Jewett & Co. to let me come there, without being subject to a prosecution.

I sent you $5, and will not fail to pay you further; and will not fail to pay you liberally if any thing can be made out of the business.

Yours, very truly,
GEORGE MILLER.

E. PAULK, esq.

Letter from Paulk to Miller.

B.

BANGOR, *Sept.* 18, 1844.

DEAR SIR: Your communications of the 11th and 13th instants have both been received; the former on Monday, and the latter this p. m. I have endeavored to ascertain who it is that has applied to Colonel Black for the purchase of No. 4, and have succeeded in so doing. It is a longer story than I shall have time to detail to you by this night's mail, and this is the only opportunity I have to write you in Boston, as I leave for Ellsworth to-morrow morning, and shall not return till Friday. I will, however, say, that there is but little prospect that the holders of Colonel Black's bonds will save any thing unless he (C. B.) can be induced to make a very liberal discount from the amount now due him; that he will be willing to discount something I have not much doubt, how much I cannot tell, until after my anticipated interview. I will write you fully, Saturday or Monday, and direct to Riverhead, and at the same time will direct a copy of the same to Courtland Star, of New London, so that, as you will pass through that place on your return, you may possibly find all the information in his possession.

Hoping that I may find Col. B. disposed to favor, as much as equity would require, I remain, yours, &c.

E. PAULK.

GEORGE MILLER, esq.

Letter from Paulk to Miller.

C.

BANGOR, *Saturday, Sept.* 21, 1844.

DEAR SIR: Immediately on receipt of your letter of 11th instant, I endeavored to ascertain—1st, who were the persons that wanted to purchase No. 4; and, 2d, what it is now worth in the market. After two days of diligent inquiry I ascertained that a Mr. Colby, from the Kennebec, and Amos Davis, of this place, called upon Colonel Black some time during the summer of 1843, and made inquiries concerning No. 4, prior to exploring it. They received from Col. B. the following reply, viz: "That certain men in the State of New York held his bond for the conveyance of No. 4; that he did not know what their intentions were with regard to complying with the conditions of the bond, but if they did not do something with regard to it soon he should sell; he said further, that the bond had expired, and he was under no obligations to them." Davis and Colby then made inquiries, and probably explored the township, though of the latter part of the assertion I cannot speak positively. Last spring Davis and Colby made a second application to Colonel Black for the land, and were very anxious to purchase. Col. B. told them "that he would write to the holders of the bond, and make them one more offer of redeeming the tract, or give up his bond; that, although his bond had expired, he prefers having it in his own hands, and in case they did nothing about it, he would then sell to them for what the land was worth." They then asked him how they should come at the value of the land; he replied, that he would leave it to a man, or men, agreed upon, to go on and explore the line, and say what they should pay; that he did not want any more than was right for it, &c., &c. Since that time Charles Ramsdell and Barzilla Brown, of this place, have made an application to Col. B. to let them have the tract, and they pay him as fast as they get the timber off. This he refused to do; since which time they have been trying to induce some of our capitalists to take hold with them.

Davis and Colby are in hopes to get No. 4 for 1.00 per acre, and I think it would not be *apprized* more than that.

Now, with regard to Davis and Colby, they are both sharp men, but they have not the means to purchase what they want, which is No. 4 and No. 3, adjoining; and they applied to a capitalist in this county for assistance, and gave him the information detailed above, with regard to the land, and their interviews with Col. Black. The capitalist's name I am not at liberty to use, and the information was imparted only on condition that it should be strictly confidential. The gentleman alluded to told Mr. Davis that he would have nothing to do with Colby, for he did not like the character of the man, but that if he wanted to purchase No. 4, at a price that would answer, he would assist him. Davis said, he had gone so far with Colby that he could not well get off, and went out. The above are, I think, all the applica-

tions Col. B. has had to purchase the land, and 1.00 per acre is, I think, all the land would sell for in market.

I received your last letter on Wednesday last, and went to Ellsworth, Thursday, and found that Col. B. had gone to Boston, to be absent two weeks, so that with regard to what he would do I can say nothing. Now with regard to what is best for you to do, is a grave question to answer. We know that Bull Sapling townships hold out beyond the expectation of every one, and such is the character of No. 4; and I have not much hesitation in saying, as the result of my inquiries, that, eventually, 2.00 per acre might be obtained from the land in timber. If so, a man can afford to pay 1.00 for it now, and no more; the investment is large; the interest runs up, and no man would undertake to purchase now, without the expectation of doing as well as I have named, so that my impression is, that not much could be made by selling the land to a third person; though I can't tell what Col. B. might be induced to do until I see him. Unquestionably he would let you have the land as low as he would any one, probably at an appraisal; but although the land might be worth more than 1.00, or whatever price might be named, still no one would want to pay more, because it is so much off the profits. Perhaps, taking all things into consideration, it would be best to see Col. B. after his return, and see what can be done with him. I shall be in New London next week, and any further instructions left with Mr. Starr I will attend to, to the best of my ability.

Yours, respectfully, EPHRAIM PAULK.

D.

Power of attorney, Norton to Paulk.

Know all men by these presents, that I, Heman Norton, of the city of New York, attorney for Henry J. Seaman and others, being original proprietors of one fourth of township No. four, north division of Bingham's Penobscot purchase, in the State of Maine, doth hereby constitute and appoint Ephraim Paulk, of Bangor, State of Maine, the true and lawful attorney of the proprietors aforesaid, to grant, bargain, sell, assign, transfer, and set over, unto any person or persons whomsoever, at his discretion, all the right, title, and interest, which the proprietors aforesaid have in or to two certain bonds from John Black of Ellsworth, State of Maine, to Charles Ramsdell of Bangor, in State of Maine, dated in February, eighteen hundred and thirty-five, made for the sale of township number four, north division of Bingham's Penobscot purchase, in Hancock county; I hereby, as attorney aforesaid, notifying and confirming all that my said attorney shall lawfully do in the premises. In witness whereof, I, as attorney aforesaid, have hereunto set my hand and seal, this twenty-eighth day of October, one thousand eight hundred [and] forty-four.

HEMAN NORTON.

Sealed and delivered in presence of—

JOHN W. NORTON.

Letter from Paulk to Miller.

C.

BANGOR, *Saturday, Sept.* 21, 1844.

DEAR SIR: Immediately on receipt of your letter of 11th instant, I endeavored to ascertain—1st, who were the persons that wanted to purchase No. 4; and, 2d, what it is now worth in the market. After two days of diligent inquiry I ascertained that a Mr. Colby, from the Kennebec, and Amos Davis, of this place, called upon Colonel Black some time during the summer of 1843, and made inquiries concerning No. 4, prior to exploring it. They received from Col. B. the following reply, viz: "That certain men in the State of New York held his bond for the conveyance of No. 4; that he did not know what their intentions were with regard to complying with the conditions of the bond, but if they did not do something with regard to it soon he should sell; he said further, that the bond had expired, and he was under no obligations to them." Davis and Colby then made inquiries, and probably explored the township, though of the latter part of the assertion I cannot speak positively. Last spring Davis and Colby made a second application to Colonel Black for the land, and were very anxious to purchase. Col. B. told them "that he would write to the holders of the bond, and make them one more offer of redeeming the tract, or give up his bond; that, although his bond had expired, he prefers having it in his own hands, and in case they did nothing about it, he would then sell to them for what the land was worth." They then asked him how they should come at the value of the land; he replied, that he would leave it to a man, or men, agreed upon, to go on and explore the line, and say what they should pay; that he did not want any more than was right for it, &c., &c. Since that time Charles Ramsdell and Barzilla Brown, of this place, have made an application to Col. B. to let them have the tract, and they pay him as fast as they get the timber off. This he refused to do; since which time they have been trying to induce some of our capitalists to take hold with them.

Davis and Colby are in hopes to get No. 4 for 1.00 per acre, and I think it would not be *apprized* more than that.

Now, with regard to Davis and Colby, they are both sharp men, but they have not the means to purchase what they want, which is No. 4 and No. 3, adjoining; and they applied to a capitalist in this county for assistance, and gave him the information detailed above, with regard to the land, and their interviews with Col. Black. The capitalist's name I am not at liberty to use, and the information was imparted only on condition that it should be strictly confidential. The gentleman alluded to told Mr. Davis that he would have nothing to do with Colby, for he did not like the character of the man, but that if he wanted to purchase No. 4, at a price that would answer, he would assist him. Davis said, he had gone so far with Colby that he could not well get off, and went out. The above are, I think, all the applica-

tions Col. B. has had to purchase the land, and 1.00 per acre is, I think, all the land would sell for in market.

I received your last letter on Wednesday last, and went to Ellsworth, Thursday, and found that Col. B. had gone to Boston, to be absent two weeks, so that with regard to what he would do I can say nothing. Now with regard to what is best for you to do, is a grave question to answer. We know that Bull Sapling townships hold out beyond the expectation of every one, and such is the character of No. 4; and I have not much hesitation in saying, as the result of my inquiries, that, eventually, 2.00 per acre might be obtained from the land in timber. If so, a man can afford to pay 1.00 for it now, and no more; the investment is large; the interest runs up, and no man would undertake to purchase now, without the expectation of doing as well as I have named, so that my impression is, that not much could be made by selling the land to a third person; though I can't tell what Col. B. might be induced to do until I see him. Unquestionably he would let you have the land as low as he would any one, probably at an appraisal; but although the land might be worth more than 1.00, or whatever price might be named, still no one would want to pay more, because it is so much off the profits. Perhaps, taking all things into consideration, it would be best to see Col. B. after his return, and see what can be done with him. I shall be in New London next week, and any further instructions left with Mr. Starr I will attend to, to the best of my ability.

Yours, respectfully, EPHRAIM PAULK.

D.

Power of attorney, Norton to Paulk.

Know all men by these presents, that I, Heman Norton, of the city of New York, attorney for Henry J. Seaman and others, being original proprietors of one fourth of township No. four, north division of Bingham's Penobscot purchase, in the State of Maine, doth hereby constitute and appoint Ephraim Paulk, of Bangor, State of Maine, the true and lawful attorney of the proprietors aforesaid, to grant, bargain, sell, assign, transfer, and set over, unto any person or persons whomsoever, at his discretion, all the right, title, and interest, which the proprietors aforesaid have in or to two certain bonds from John Black of Ellsworth, State of Maine, to Charles Ramsdell of Bangor, in State of Maine, dated in February, eighteen hundred and thirty-five, made for the sale of township number four, north division of Bingham's Penobscot purchase, in Hancock county; I hereby, as attorney aforesaid, notifying and confirming all that my said attorney shall lawfully do in the premises. In witness whereof, I, as attorney aforesaid, have hereunto set my hand and seal, this twenty-eighth day of October, one thousand eight hundred [and] forty-four.

HEMAN NORTON.

Sealed and delivered in presence of—

JOHN W. NORTON.

D.

Power of attorney, Miller to Paulk.

Know all men by these presents, that I, George Miller, of the town of Riverhead, in the county of Suffolk, and State of New York, here constitute and appoint, and by these presents do constitute and appoint, Ephraim Paulk, of the city of Bangor, in the State of Maine, my true and lawful attorney, for me and in my name, to grant, bargain, and sell, assign, transfer, and set over, unto any person or persons whomsoever, at his discretion, all the right, title, and interest, which I have or hold, as assignee, trustee, or otherwise, in and to two certain bonds or contracts, made by John Black, as agent of the devisees, in trust of the estate of William Bingham, deceased, to Charles Ramsdell, one for the sale upon the terms therein mentioned of 20,800 acres of land, viz: Township No. 4, north division, in Hancock county; the other, for the sale, upon the terms therein mentioned, of 8,004 acres of land, being a certain tract or strip of land, lying north of township number 4, of north division, in Hancock county, State of Maine. I hereby ratifying and confirming all that my said attorney shall do in the premises.

Witness my hand and seal, this 29th day of October, 1844. The words "the said," erased, and the word "assignee" interlined.

GEORGE MILLER.

Sealed and delivered in the presence of—

WM. R. BROWN.

E.

Assignment from Osborn and Starr to Miller.

Whereas we, Marcus B. Osborn and Courtland Starr, of the firm of Osborn and Starr, of New London, in the State of Connecticut, have purchased one quarter part of two tracts of land, in the State of Maine; the first tract situate in the county of Hancock, in the State of Maine, being township number four, ninth division, and containing, according to a survey of said township, 20,800 acres, more or less, exclusive of three public lots of 320 acres each, reserved for the use of said township, and seven lottery rights, containing 1280 acres.

The second tract is situated in said county of Hancock, and according to a survey by Addison Dodge, surveyor, containing 8004 acres, more or less, viz., a certain tract or strip of land lying north of, and adjoining, township No. 4, north division, in Hancock county, aforesaid.

Also, two of the above mentioned lottery rights, of one hundred and sixty acres each, which quarter part of the said tracts of land we are entitled to when we have paid for the same, by virtue of the assignment from George Gorham, hereto annexed, and the papers therein recited; and whereas we have paid two fifth parts of the purchase money to be paid by us before we can receive a deed for the same,

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and three fifth parts of the purchase money still remain unpaid, and we have become embarrassed in our circumstances, and wholly unable to make any further advances towards paying the said purchase money yet unpaid.

And whereas we have sold to George Miller, of the town of Riverhead, in the county of Suffolk, and State of New York, one sixteenth part of the said fourth part of the said tracts of land, being $455\frac{1}{16}$ acres, at the price of ten dollars per acre, and he hath paid for the same, and we have given him our bond in the penal sum of nine thousand dollars, conditioned that we will deliver to said Miller a good deed, clear of all incumbrances, for the said $455\frac{1}{16}$ acres, within six months from the 25th of April, 1841. And we have also sold to Abraham Post and Oliver Post, both of the town of Southampton, in the said county of Suffolk, one eighth part of our said quarter part of the said tracts of land, being $910\frac{1}{8}$ acres, at ten dollars per acre, and they have paid us for the same, and we have given them our bond, conditioned for the delivery to them, at a day hereafter, of a good deed for the said $910\frac{1}{8}$ acres of land. And we have also sold to Samuel Hoburn, of New London, aforesaid, one sixteenth part of our said quarter part of the said tracts of land, being $455\frac{1}{16}$ acres, for ten dollars an acre, and he hath paid us for the same, and we have given him our bond, conditioned for the delivery to him, at a day hereafter, of a good deed for the said $455\frac{1}{16}$ acres, sold to him as aforesaid. And Franklin Starr, of New London aforesaid, will be entitled to one twentieth part of our said quarter of the said tracts of land, in case all the payments for the said quarter part shall be made, so that a deed is obtained for the same. And it being wholly out of our power to make any further advances in payment for the said land, and the said George Miller having agreed to deliver up to us our bond given to him, as above recited:

Now, therefore, in consideration of the promises, and for the purpose of enabling the said George Miller to make the payments yet due for the said premises, to the end that deeds may be obtained for all the said purchasers of us, and also for, and in consideration of, one dollar to us in hand paid, the receipt whereof we hereby acknowledge, we, the said Marcus B. Osborn and Courtland Starr, as well individually as of the firm of Osborn and Starr, have granted, bargained, sold, assigned, transferred, and set over, unto the said George Miller, his heirs, executors, administrators, and assigns, forever, the assignment of the said George Gorham hereto annexed, and the instruments therein recited; and all our right, title, and interest, under and by virtue of the same, and all our quarter part of the said tracts of land, except such parts thereof as we have sold to other persons, as herein before recited. Also all our right, title, and interest in and to all the logs and timber and lumber cut on the said tracts of land, by operations thereon, or by permit, wheresoever the same may be, and all the tools and implements procured for carrying on the operations on the said lands.

To have and to hold the same unto the said George Miller, his heirs,

executors, administrators, and assigns, to his and their only use, benefit, and behoof forever.

In testimony whereof we have hereunto set the name of our firm, and also individually set our respective hands and seals, this thirtieth day of December, in the year one thousand eight hundred and thirty-seven.

OSBORN & STARR,
MARCUS B. OSBORN,
By his Attorney, Courtland Starr.
COURTLAND STARR.

Executed in the presence of—
ELIJAH TERRY.

E.

Assignment from Gorham to Osborn & Starr.

Know all men by these presents, that whereas John Black, of Ellsworth, in the State of Maine, agent for the devisees in trust of the estate of William Bingham, deceased, has heretofore made, executed, and delivered, to Capt. Charles Ramsdell, of Bangor, in said State of Maine, a certain writing or contract, wherein and whereby he, the said Black, as such agent, has agreed and contracted to procure and deliver a good and valid warrantee deed to said Ramsdell, his heirs or assigns, of two certain tracts of land, situate in said State of Maine; the first tract lying and being in the county of Hancock, in said State of Maine, according to a survey of said tract or township, and containing 20,000 acres, more or less, viz., township numbered four, ninth division, in the county of Hancock, containing, exclusive of the three public lots reserved for the use of said township of 320 acres each, and seven lottery rights, containing 1280 acres, twenty thousand eight hundred acres, more or less.

The second tract is situate in said county of Hancock, and according to a survey by Addison Dodge, surveyor, containing 8004 acres, more or less, viz., a certain tract or strip of land lying north of and adjoining to township numbered four, north division, in the county of Hancock, and State of Maine, containing eight thousand and four acres, more or less, both which said contracts were by said Charles Ramsdell, on the 1st day of April, 1835, for valuable consideration, assigned over and transferred to Nathaniel Norton, of Portland, and Jairus S. Keith, of Oxford, in said State of Maine, and subsequently on the 16th Nov., 1835, were, by said Norton and Keith, for valuable considerations, transferred and assigned to Heman Norton, of New York, Nathaniel Garrow, of Auburn, in the State of New York, Charles Ramsdell, of Bangor, and the said George Gorham, in equal proportions, to wit, one fourth part each; and the said Norton and Keith also assigned to said Norton, Garrow, Ramsdell and Gorham, two lottery rights of one hundred and sixty acres each, which said contracts, of said Black, and assignments of the same by Charles Ramsdell to

said Norton and Keith, and by said Norton and Keith to said Norton, Garrow, Ramsdell, and said Gorham, are now in the hands and possession of William Willis, at Portland, in said State of Maine, for the benefit of those interested therein, but copies of which said contracts and assignments, in substance, are as follows to wit:

Know all men, that I, John Black, of Ellsworth, agent for the devisees in trust of the estate of William Bingham, esq., late of Philadelphia, deceased, do hereby bind myself as agent aforesaid, to deliver to Charles Ramsdell, of Bangor, in the county of Penobscot, and State of Maine, his heirs or assigns, a deed in fee, with warranty, against the demands of all persons claiming under the said William Bingham, meaning to convey to the said Charles Ramsdell the same title which said Bingham derived from the Commonwealth of Massachusetts, of the following described tract or township of land, in the county of Hancock and State of Maine, according to a survey of said tract or township, and containing twenty thousand eight hundred acres, more or less, viz., township numbered four, north division, in the county of Hancock, containing, exclusive of three public lots (reserved for the use of said township) of three hundred and twenty acres each, and seven lottery rights, containing twelve hundred and eighty acres—twenty thousand eight hundred acres, more or less. The understanding is, that all taxes apportioned upon said township hereafter, and all expenses for making and repairing roads, shall be paid by the purchasers. Provided, that the said Charles Ramsdell, his heirs or assigns, shall pay, or cause to be paid, to John Black, or order, five notes of hand, as at foot, according to their tenor and dates, and on failure of this proviso, this contract to be null and void, according to the will and pleasure of the promisers, and the money paid by promisees to be forfeited:

No.	Amount.	Date.	When due.
1	12,480	Feb. 17, 1835	60 days with interest.
2	12,480	Feb. 17, "	1 year } with interest
3	12,480	Feb. 17, "	2 years } annually.
4	12,480	Feb. 17, "	3 years } with interest
5	12,480	Feb. 17, "	4 years } annually.
	62,400		

(Signed) JOHN BLACK.

True copy, from original.
Attest, JOHN G. DEANE, by C. S.

Know all men, that I, Charles Ramsdell, of Bangor, within named, in consideration of the sum of fifty-seven thousand nine hundred and eight dollars paid, me in hand by Nathaniel Norton, of Portland, in the county of Cumberland, merchant, and Jairus S. Keith, of Oxford,

in the county of Oxford, esquire, do hereby transfer, assign, and make over, all my right, title, and interest to the within bond, to the said Norton and Keith, and their assigns, by power irrevocable, on the payment of the several notes mentioned in the within bond, and at the several times they become due and payable, (and on the payment of the same, they are to be left at either of the banks of Portland,) to demand, call for, and receive, to themselves and for their benefit, a deed of the premises, or, if necessary, to sue for and recover such penalty as can be recovered on the same.

Given under my hand, this first day of April, in the year of our Lord one thousand eight hundred and thirty-five.

(Signed) CHARLES RAMSDELL.
Attest, (signed) DANIEL BARBOUR.

Know all men by these presents, that we, Nathaniel Norton and Jairus S. Keith, above named, for a valuable consideration, to us paid by Nathaniel Garrow, of Auburn, Heman Norton, of New York, both in the State of New York, George Gorham, of New London, Connecticut, and Charles Ramsdell, of Bangor, Maine, and on the conditions hereafter expressed, do hereby bargain, sell, transfer, and assign, unto the said Garrow, Norton, Gorham, and Ramsdell, the written contract within, and all our right, title, and interest in and to the land therein described. To have and to hold the same to them, their heirs, executors, ad'rs, and assigns, in equal proportions. Provided, however, and this conveyance is on these conditions; first, that said assignees, or their assigns, shall well and truly pay, or cause to be paid, to said Black, the four last payments mentioned in the within contract, as they severally become due: And provided, also, they shall well and truly pay, or cause to be paid, to said Norton and Keith, or their assigns, the following notes signed by them individually, and payable to their own order, and by them endorsed on annual interest, all bearing date April 1, 1835, viz.

Four in one year, of $3469 each.
Four in two years and a half, of $3530.06 each.
Four in three years and a half, of $3566.40 each.
Four in four years and a half, of $3570.50 each.

Also the notes of said Garrow, Norton, Gorham, and Ramsdell, each as follows, viz:

Four in one year, of $1645.46 each.
Four in two and a half years, of 1584.40 each.
Four in three and a half years, of 1548.06 each.
Four in four and a half years, of 1535.96 each.
The whole amounting to $81,£31 $\frac{3}{10}$ $\frac{0}{0}$

And the said Black and his successor or successors, and the devisees of said Wm. Bingham, are hereby enjoined from making any conveyance of the land herein mentioned, or any part thereof, until the notes aforesaid shall have been fully paid.

In witness whereof we have hereunto set our hands, this sixteenth day of November, A. D. 1835.

Memorandum. It is hereby understood, that if any of the notes aforesaid shall be exchanged for drafts or other paper on a longer time, that our lien shall remain upon the land until such other security shall have been paid; a change of securities or paper shall not be deemed payment. The notes above mentioned are the same as mentioned in a bond for the conveyance of a strip of land north of said No. 4.

NATHANIEL NORTON,
JAIRUS S. KEITH,
By his attorney— NATHANIEL NORTON.

Executed in presence of WM. WILLIS.

(Copy from original by C. S.)

Know all men, that I, John Black, of Ellsworth, agent for the devisees in trust of the estate of Wm. Bingham, esq., late of Philadelphia, deceased, do hereby bind myself, as agent aforesaid, to deliver to Capt. Charles Ramsdell, of Bangor, in the county of Penobscot, and State of Maine, his heirs or assigns, a deed in fee, with warranty, against the demands of all persons claiming under the said Wm. Bingham; meaning to convey to the said Charles Ramsdell the same title said Bingham derived from the Commonwealth of Massachusetts, of the following described tract or parcel of land, in the county of Hancock, and State of Maine, and according to a survey by Addison Dodge, surveyor, and containing eight thousand and four acres, more or less, viz., a certain tract or strip of land, lying north of and adjoining to township numbered four, north division, in the county of Hancock, and State of Maine, containing eight thousand and four acres, more or less. The understanding is, that all taxes apportioned upon said tract or strip of land hereafter, and all expenses of making and repairing roads, shall be paid by the purchasers.

Provided the said Charles Ramsdell, his heirs or assigns, shall pay, or cause to be paid, to John Black, or order, five notes of hand, as at foot, according to their tenor and dates, and on failure of this proviso this contract to be null and void, according to the will and pleasure of the promisers, and the money paid by the promisees forfeited.

No.	Amount.	Dates.	Due.
1	4,802 40	Feb. 17, 1835	60 days with interest.
2	4,802 40	Feb. 17, 1835	1 year, Feb. 17, 1836, with interest annually.
3	4,802 40	Feb. 17, 1835	2 years, Feb. 17, 1837, with interest annually.
4	4,802 40	Feb. 17, 1835	3 years, Feb. 17, 1838, with interest annually.
5	4,802 40	Feb. 17, 1835	4 years, Feb. 17, 1839, with interest annually.
	24,012 00		

(Signed) JOHN BLACK.
Attest: JOHN G. DEAN.

(True copy, from original, by C. S.)

Know all men, that I, Charles Ramsdell, within named, in consideration of the sum of sixteen thousand and eight dollars, to me in hand paid by Nathaniel Norton, of Portland, in the county of Cumberland, merchant, and Jairus S. Keith, of Oxford, in the county of Oxford, esquire, do hereby transfer, assign, and make over, all my right, title, and interest to the within bond to the said Norton and Keith, their heirs, administrators or assigns, and do hereby authorize and empower the said Norton and Keith, or their assigns, by power irrevocable, on the payment of the several notes mentioned in the within bond, and at the times they severally become due and payable, and on payment of the same they are to be left at either of the banks in Portland. To demand, call for, and receive, to themselves and for their benefit, or for their assigns, a deed of the premises, or if necessary to sue or recover such penalty as can be recovered on the same. Given under my hands, this first day of April, A. D. 1835.

(Signed) CHARLES RAMSDELL.
Attest: DANIEL BARBOUR.

Know all men by these presents, that we, the above named Norton and Keith, for a valuable consideration, to us paid, and on the condition hereinafter expressed, do hereby bargain, sell, transfer, and assign, unto Nathaniel Garrow, of Auburn, Heman Norton, of New York, both in the State of New York, and George Gorham, of New London, in the State of Connecticut, and Charles Ramsdell, of Bangor, in Maine, the within written obligation, and all our right, title, and interest in the premises therein described; to have and to hold the same, to them, their heirs, executors, ad'rs, or assigns, in equal proportions forever. Provided, however, and this conveyance is upon these conditions, that said assignees, or their assigns, shall well and truly pay, or cause to be paid, to said Black, the four last payments mentioned in the within contract, as they severally become due. Second, provided, also, that they shall well and truly pay, or cause to be paid, to said Norton and Keith, or their assigns, the sum of eighty-one thousand eight hundred and thirty-one dollars $\frac{30}{100}$, in four annual payments from Oct. 1, 1835, in which each one of said assignees has given his eight separate notes, in different sums, payable to his own order, and endorsed by him as follows, viz., $3,469 and $1,645 $\frac{46}{100}$ payable in one year, $3,530 06 and $1,584 $\frac{40}{100}$ in two years and a half, $3,566 40 and $1,548 06 payable in three years and a half, and $3,578 50 and $1,535 96 in four years and a half; all with interest annually.

And the said Black, and his successor or successors in the office of agent, and the devisees of William Bingham, are hereby enjoined from making any conveyance of the land herein mentioned, or any part thereof, until the notes aforesaid shall have been fully paid.

In witness whereof we have hereunto set our hands, this 16th day of November, A. D. 1835.

MEMORANDUM. It is hereby understood, that if any of the notes aforesaid shall be exchanged for drafts or other paper, on a longer

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time, that our lien is to remain upon the land until such other security shall have been paid. A change of security or paper shall not be deemed payment. The notes above mentioned to us are the same as those mentioned in a bond for the conveyance of township No. 4, with division in said county of Hancock.

(Signed) NATHANIEL NORTON,
JAIRUS S. KEITH,

By his attorney,

NATHANIEL NORTON.

Executed in presence of—
WILLIAM WILLIS.

(Copy from original by C. S.)

Now, know all men by these presents, that I, George Gorham, of the town and county of New London, in the State of Connecticut, for the consideration of three thousand two hundred and one dollars 33 cents, received to my full satisfaction, of Marcus B. Osborn, of Sag Harbor, in Suffolk county, in the State of New York, now at New London, and Courtland Starr, of said town of New London, on the condition hereinafter expressed, do hereby bargain, sell, transfer, and assign, unto the said Osborn & Starr, all my right, title, and interest in and to the said contracts of said Black, assigned and transferred as aforesaid; my interest being the one-fourth part thereof, and all my right, title, and interest in and to the land in said contracts mentioned, and said lottery rights.

To have and to hold the same to them, their heirs, executors, administrators, and assigns, in equal proportions: Provided, and this conveyance is on the condition that said Starr and Gorham, or their assigns, shall well and truly pay to said Black the proportion of the payments mentioned in said contracts, now unpaid, and which I, the said Gorham, have agreed to pay, to wit, the one-fourth part, as they shall severally become due; and also pay to said Norton and Keith, or their assigns, their draft on me for a part of said purchase, and my notes to the said Norton and Keith for the residue, and save me harmless from all claims and demands on account of said draft and notes, and said purchase by me of said contracts.

In witness whereof I have hereunto set my hand and seal, this 22d day of April, 1836.

GEORGE GORHAM.

In presence of—
A. WESKINS and
ISAAC G. PORTER.

F.

Letter from Black to Paulk.

ELLSWORTH, *5th November*, 1844.

Mr. EPHRAIM PAULK, *Bangor.*

SIR: On a careful examination of the assignments of the original

bonds of township No. 4, and the strip of land north, I find the present claimants are :

Nathaniel Garrow, or his heirs,		¼ part - - -	7,201 acres.
Heman Norton, or his heirs,		¼ part - - -	7,201 "
Charles Ramsdell, or his heirs,		¼ part - - -	7,201 "
And George Miller,	5,475 1/16	Osborn and Starr, ¼ -	7,201 "
A. and C. Post,	910 2/16		
Samuel Hobion,	455 1/16		
Franklin Starr,	360 1/16		
			28,804 acres.

The original purchase money as per notes was $86,412, of which I have received of the purchaser or his assigns - - - - - - - - - -	$34,005 24
And for timber cut at sundry times - - - -	4,280 04
	$38,285 28
Leaving due, without interest - - - - - -	$48,126 72
Interest computed on the notes to 5th instant, is -	44,155 96
Balance due on principal and interest - - - -	$92,282 68

This sum is due according to the original contract; but, considering the situation of the present claimants, I will make a new contract for their benefit, and give a new bond, for one dollar and fifty cents per acre—$43,206, payable in four equal payments, viz., cash down, or in thirty days, and in 1, 2, and 3 years, with interest annually. The papers you left with me I shall return herewith.

I am, respectfully, your most obedient,

JOHN BLACK, *Agent, &c.*

G.

Letter from Black to Paulk.

ELLSWORTH, *7th November*, 1844.

Mr. EPHRAIM PAULK, *Bangor.*

SIR: Since you left, I have again reflected upon the claim of Mr. Ramsdell to an interest in No. 4. I am still of opinion that the agreement entered into by the gentlemen does not render void his claim; inasmuch as they have not made any payment for him, according to that agreement. But considering that they have paid their proportion of the second instalment, and he has paid no part of his, I think that in equity he should not be considered as having claims equal with the other gentlemen, in making a new arrangement.

I am, respectfully, your most obedient,

JOHN BLACK, *Agent, &c.*

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H.

Letter from Paulk to Black.

BANGOR, 11*th November*, 1844.

DEAR SIR: Yours of the 7th is received and contents noted. You will excuse me for troubling you with this communication, but in my attempts at negotiation with you in behalf of those interested in No. 4, you have no doubt inferred that the object was to save something by an arrangement with you for my employers, who have paid a large amount to you; and from your expressions at our first interview I had no doubt I could do it; and as the parties are insolvent, and have paid for this township all the property they had, you probably inferred that their abilitity to save any thing, would only be by getting such deduction from you as would enable them to make a resale at an advance, or by making an arrangement with some one at Bangor, acquainted with lumbering, to make advances, and proceed to take off the timber to make the payments. The object of this communication is, first, to say, that at your proposition I see no prospect of saving anything, and that, as I can now judge, all that I can do is to take the offer of $1,000 for the bonds, which I had some time since from a man who knew nothing of your price when he made it; and to say that I do not want to do this, nor do I suppose you want it done. And, 2d, my main object in addressing you now is, to ask if you will reduce your price provided I make a satisfactory arrangement with you about pay.

As I am fully authorized to dispose of, or give up the bonds, our arrangements can soon be brought to a close. By improving the earliest opportunity to reply, you will much oblige

Very respectfully and truly yours,

EPHRAIM PAULK.

Col. JOHN BLACK, *Ellsworth.*

I.

Letter from Black to Paulk.

ELLSWORTH, 13*th November*, 1844.

Mr. EPHRAIM PAULK, *Bangor.*

SIR: Yours of the 11th instant is just now received. From your remarks you seem to think that there is no prospect of saving any thing from a renewal of the bond, for township No. 4, on the terms that I proposed to you. I am really sorry if it is so; for it is my wish that you might save something for those interested, if it can be done consistently with my duty to my constituents. What is the most you think you can afford to pay me for the township and strip, according to the terms specified in my former letter?

Your answer, as soon as convenient, will oblige, very respectfully, your most obedient,

JOHN BLACK.

K.

Letter from Miller to Paulk.

RIVERHEAD, *November* 12, 1844.

EPHRAIM PAULK, esq.

DEAR SIR: I arrived home from Boston yesterday. The equitable rights of the parties interested in the bonds for No. 4 have pressed me very heavily since I saw you, and I do feel that we ought not to give up and assign the bonds for $1,000 or $2,000. I therefore wish you not to assign the bonds till I can come and see Col. Black myself, week after next. But you must not let any person whatever know that I am coming to Bangor, lest Jewett & Co. should find it out. I have to-day ascertained that John Garrow owns one-half of his father's, Nathaniel Garrow's, quarter of the bonds, and that George B. Throop, of Auburn, N. Y., owns the other part. I have written to each of them for authority to sell.

As I now view the case, I think it very important that I should see Col. Black. I write to him by this mail, and trust he will not be unwilling to wait till I see him. I think, with the aid of friends, we could purchase the township if Col. Black will put it at quite a reduced price.

Yours, truly, GEORGE MILLER.

L.

Obligation from Davis to Paulk.

In consideration of information to me by Mr. Paulk, that George Miller desires to see Col. Black, with the hope of inducing him to make a large reduction from the price he has named for the land, and as my purchase of the bond was predicated on the supposition that the land could be obtained for 1.00 per acre, and now I hereby agree, that if said Miller shall succeed in inducing Col. B. to take less, to give him all the difference.

M.

Letter from Miller to Paulk.

RIVERHEAD, *Nov.* 20, 1844.

DEAR SIR: Your letter of the 18th was received last evening. I am in a great straight as to what to do. If I come to Bangor, I shall start to-morrow, and, I suppose, be there about as soon as this letter. [If] I do not come, you must go on and close the bargain in the best way you can, and forward the proceeds as soon as you can, taking pay for all your services and expenses. I [think] Col. Black is exceedingly hard, and nothing but poverty would induce me to take so small a sum for the bonds, if I lost the whole. I look at the course of Col. Black in a much less favorable light than I did when I saw you.

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Perhaps I shall be at Bangor; but it is a very difficult matter for me to be there, on account of business arrangements. I shall come if I can; if not, you must, as I said before, do the best you can.

Respectfully and truly yours,

GEORGE MILLER.

EPHRAIM PAULK, esq.

N.

Letter from Paulk to Black.

BANGOR, *Monday*, 18*th Nov.*, 1844.

DEAR SIR: Yours of the 13th instant was received Friday morning, and would have been replied to on Saturday, but I decided to come to Ellsworth myself this day. Last evening I received a letter from Mr. Miller, (in answer to a communication informing him of the price you named, &c.,) in which he says that he shall be here next week, and "trusts that you will be willing to wait till then." The object of this communication is to ask of you that favor, viz., that you will wait next week for Mr. Miller to come, when we shall probably see you both together. If you will not wait, I will endeavor to come and see you immediately, and close the matter in some way. Please reply at your earliest leisure, and much oblige,

Very respectfully and truly, yours,

EPHRAIM PAULK.

Col. JOHN BLACK, Ellsworth.

N.

Letter from Black to Paulk.

ELLSWORTH, 18*th Nov.*, 1844.

Mr. EPHRAIM PAULK, Bangor.

SIR: I have received your note of this date, informing me of Mr. Miller's intention to visit Maine next week.

It is probable that I shall be at home; still important business may call me away unexpectedly, as is not unfrequently the case.

I am, respectfully, your most ob'dt,

JOHN BLACK.

O.

Letter from Paulk to Black.

BANGOR, *Wednesday*, 27*th Nov.*, 1844.

DEAR SIR: I will be at your house Friday morning, (29th instant,) at 9 o'clock, with Mr. Amos Davis, with whom I have made an arrangement to take up No. 4, according to your proposition yesterday, viz., $30,000 for the land, ¼ cash; 1, 2, and 3 years for the balance, interest annually.

Very respectfully and truly, yours,

E. PAULK.

Col. JOHN BLACK, Ellsworth.

P.

Assignment from Paulk to Davis.

ELLSWORTH, 28*th Nov.*, 1844.

In consideration of an agreement and obligation made to us by Amos Davis, and of one dollar to us paid by said Davis, the receipt whereof we hereby acknowledge, we do hereby assign, transfer, set over, and sell, to said Davis, all our right, title, and interest, as assignees, trustees, or otherwise, in and to two certain bonds given by John Black, agent for the trustees of estate of the late William Bingham, to Charles Ramsdell, for the conveyance of township No. 4, in Bingham Penobscot purchase, in Hancock county, and the strip north of same, in February, 1835, and by subsequent assignment and transfer assigned to us.

Witness our hands and seals the day and year above named.

(Signed) HEMAN NORTON, [SEAL.]
GEORGE MILLER, [SEAL.]
By their attorney EPHRAIM PAULK, [SEAL.]

Attest:
(Signed) JAMES GRANT.

Q.

Letter from Miller to Paulk.

RIVERHEAD, *Dec.* 12, 1844.

E. PAULK, esq.

DEAR SIR: Your letter of the 5th instant, with a bank draft on the Suffolk Bank, Boston, were received on my return home yesterday, too late to answer by the return mail; and I find the very heavy snow that fell here last night will retard the receipt of this letter.

I am by no means satisfied with the result of the negotiation with Mr. Davis. You bargained away the bond upon the assumption that $1.50 per acre was the lowest cent that Col. Black would take for the township; but it seems Col. Black has since reduced his price about $10,000, yet we are to get no more for the bond. Can it be that Col. Black will take so much less of our assignees than he would of us, the holders, who have already paid such large sums for the township? I cannot believe but *what* $1.15 per acre our bond would fetch a great deal more in Bangor. I shall, therefore, hold myself to refund to Mr. Davis the $1050, with interest. I take it for granted that Col. Black has not bound himself to Mr. Davis to sell the township till the latter gets an assignment from all the parties interested in the bonds; that he shall never have, unless, after the fullest information, every thing appears as it should be.

Perhaps every thing is right; if so, all will be made right, and I will make all due acknowledgments for my suspicions. I have generally been altogether too credulous in my dealings with the down east people, and you must pardon me if I have got upon the other extreme.

If Col. Black has intended any favors to us, as holders of the bonds,

in his negotiations, it is impossible but what our assignment should be worth more than $1050.

I find no fault with your bill.

Yours, truly,
GEORGE MILLER.

R.

Letter from How to Paulk.

AUBURN, CAYUGA CO., N. Y.,
January 31, 1845.

DEAR SIR: I am the assignee of the interest which Nathaniel Garrow, deceased, had in township No. 4, of the Bingham purchase, and the fraction of a township on the north. By recent letters from Col. Black and Mr. George Miller, I learn that through you, acting as agent for Mr. Miller, the old bonds had been given up, and the land sold to Mr. Davis for $30,000, the understanding being that the low price was for the benefit of those who had equitable claims to the lands.

Mr. Miller says that he learns that you have sold the interests of a majority of the claims to Davis for $1050, with which he expresses dissatisfaction. My object in addressing you is to beg the favor of a statement from you in regard to the transaction with Mr. Davis; and whether the interest which I represent, being 1-4 of the whole, was considered; and in what way I am to receive any thing, and how much, from this arrangement. An early reply will very much oblige,

Very respectfully, your ob't servant,
THOMAS Y. HOW, Jr.

——— PAULK, esq., Bangor, Maine.

P. S. I am unable to address you by your christian name, as it has not been stated to me.

R.

Letter from Norton to Paulk.

NEW YORK, 19*th August*, 1845.

EPHRAIM PAULK, esq.

DEAR SIR: You will no doubt be surprised when I tell you, that of the money intrusted to George Miller for me, by you, not one dollar has been paid to me by him, although I have done every thing in my power to induce him to send it to me. His excuse was, and is now, that he is not satisfied with your negotiating the bond; and lately, he informs me has filed a bill against you and some other persons. I wrote him, soon after you sent him the money, that if he would send me the money he held in trust for me, without delay, I would not claim any further sum he might get from you; but he has not done so; and I must, therefore, and do, protest against your paying him any

money which you may conclude to do on account of the negotiation of the bond of Col. Black, for township No. 4, until you have my written consent so to do.

In a letter just received from him he says, he expects soon to hear from you on this subject. Had you not better come and see me before you see him ; it may be for our mutual benefit. I presume you will be willing to do what you can to make him do me justice ; and I certainly would rather you would never pay him a cent, if he is to treat me thus.

Your friend and servant,
HEMAN NORTON.

Please write me on receipt of this. H. N.

Answer of Pickering.

The following is the answer of George W. Pickering:

Circuit court of the United States, Maine district.

JOHN GARROW and als., plaintiffs,
vs.
AMOS DAVIS and als., defendants. } In equity.

The plea and answer of George W. Pickering, defendant, to the bill of complaint of John Garrow and others.

This defendant, by protestation, not confessing any or all of the matters and things in said bill of complaint mentioned to be true in manner and form as alleged, doth plead thereto, and for plea saith, that he has been informed and believes that on the sixteenth day of August, in the year of our Lord one thousand eight hundred and forty-two, John Garrow, one of the complainants named in said bill, then being a resident of the district of Michigan, filed, in the district court of the United States for said district, his petition, therein praying that he might be declared a bankrupt according to the provisions of the act of Congress, entitled "an act to establish an uniform system of bankruptcy throughout the United States" approved August 19th, A. D. 1841 ; and the said Garrow, at the same time, filed in said court an inventory of his property, verified by his oath according to the provisions of said act; and such proceeding were thereupon had that the said John Garrow was thereafterwards, to wit, on the third day of October, A. D. 1842, duly declared a bankrupt, and one Eurotas P. Hastings was thereupon duly appointed by said court assignee of the estate of the said Garrow, pursuant to the provisions of the act aforesaid; which said decree of bankruptcy has never been reversed, revoked, or in any way annulled, and this defendant is advised that, as the rights of said Garrow, as set forth in said bill, appear to have existed and accrued, and if the same are just and well founded, did exist and accrue, long before the said Garrow was declared a bankrupt, and before the filing of his said petition in bankruptcy, all said Garrow's right, title, and interest in and to the property described in said bill,

and in and to said agreements described in said bill, if any such he had, became vested in, and now are vested in, said assignee, by virtue of the statute aforesaid. Wherefore this defendant avers that the said Garrow has no interest in the premises described in said bill of complaint, nor in the agreements for the conveyance of the said premises referred to in said bill, and ought not to have been made a party to said bill; but that if the claims in the said bill are just and well founded, the said Eurotas P. Hastings ought to have been joined in, and made a party to, said bill; all which matters and things this defendant avers to be true, and is ready to verify, and pleads the same to the said bill, and prays the judgment of the court whether he ought to be compelled to make *or* further answer thereto. And not waiving the plea by him pleaded as aforesaid, but insisting thereon, and saving and reserving unto himself all benefit of any exceptions which may be had or taken to said bill, or any part thereof, for answer thereunto, or to such parts thereof as this defendant is advised are material, this defendant answering saith, that some time in the month of September, A. D. 1844, Ephraim Paulk, one of these defendants, called upon this defendant, holding in his hand a letter, as he said, from George Miller, and asked this defendant the value of the lands described in the plaintiff's bill; to which this defendant replied, that he had understood they were then worth from seventy-five cents to a dollar per acre. There was no further conversation at that time respecting said lands. Some weeks afterwards said Paulk again called upon this defendant, and stated that he was employed and authorized by the holders of the original agreements from John Black to sell said agreements or bonds; said Paulk further stated that he had been trying to sell said bonds, but could not dispose of them to his mind, as he expressed it. He then said he was desirous of disposing of the same in such a manner as would be most for the interest of said Norton and Miller, for whom he professed to act, and asked this defendant if he would not purchase the lands, and make the advances to Colonel Black, and take the township into his own hands, and operate upon the township, and take off the lumber, and allow the owners of the bond to retain an interest in the township, and receive a portion of the profits. This defendant replied that he would do so if he could get the lands at a satisfactory price. This defendant and said Paulk accordingly went soon afterwards to Ellsworth to see Col. Black, and ascertain the terms upon which he would sell said lands, and had a conversation with said Black on the subject, but were unable to make a satisfactory arrangement with said Black as to price, as the said Black named one dollar and fifty cents per acre as the price for said lands. This defendant and said Paulk then returned to Bangor, and soon afterwards said Paulk exhibited to this defendant a letter from said Black, in which said Black offered to sell said lands for one dollar and fifty cents per acre, and which this defendant believes to be the same letter annexed to the answer of said Paulk, and marked "F," and dated November 5th, 1844.

This defendant utterly refused to have any thing to do with purchasing said lands at the price named by said Black, and stated to said Paulk that he was unwilling to purchase in the manner proposed, and to take the whole risk of so large a purchase upon himself at any price exceeding seventy-five cents per acre. And this defendant then abandoned all expectation or intention of having any thing to do with the purchase of said lands.

About a month, as this defendant thinks, or perhaps in a shorter time, after said conversation, and in the latter part of the month of November, A. D. 1844, Amos Davis called upon this defendant, and stated that he had purchased the bonds or agreements, before referred to, of said Paulk, and was going down to Ellsworth, with Paulk, to purchase the lands, and asked this defendant (who then had funds of said Davis in his hands) if he would advance him (said Davis) the amount of money, over and above what this defendant held in his hands as aforesaid, which would be necessary to make the advance payments on said purchase. This defendant replied that he would, if the terms were made satisfactory to him ; and remarked, at the same time, that he thought he might like to take an interest in said lands. This defendant finally consented to advance for said Davis the sum necessary to make said purchase, provided the land could be obtained for one dollar per acre ; but he refused to sign any notes upon any terms whatever. This defendant also was to have the right to become interested in one fourth part of said purchase, if he should elect so to do.

The said Davis then went to Ellsworth, and on his return informed this defendant that said lands could be had for thirty thousand dollars. After some hesitation and consultation this defendant finally consented to make the advances, but would not agree to take one-fourth of the purchase at that rate ; and, accordingly, that was left open, to be optional with him to take it or not as he should afterwards determine.

And this defendant, further answering, saith, that said Davis accordingly went to Ellsworth, as this defendant was informed and believes, and closed the negotiations with said Black upon the terms and at the price aforesaid ; and on the return of said Davis from Ellsworth he brought the agreement of said Black for the conveyance of said lands upon the payment of the aforesaid sum, and assigned to this defendant three-fourth parts of the interest in said agreement as security for the three-fourths of the advance payment made by this defendant. At the same time this defendant learned, for the first time, that William H. McCrillis, esq., one of the defendants named in said bill, was interested with said Davis in said purchase, and had made, or was to make, one-fourth part of the advances, and that one-fourth part of the interest in said agreement had been, or was to be, assigned to said McCrillis. At the same time said Davis informed this defendant that, as said Black required two names on the notes, and as neither this defendant nor said McCrillis would sign the notes, he had induced the said Paulk to sign them with himself, and had agreed to pay said Paulk what this

defendant should determine was a fair price. This defendant then asked said Paulk what he claimed, to which said Paulk replied, that he had been at considerable expense and had spent much time about this business since the assignment of the agreements to said Davis, and had signed notes for a large amount, and he thought he ought at least to have a commission of five per cent. After considerable conversation this defendant finally agreed that said Paulk should have fifteen hundred dollars, which sum this defendant paid him, and charged three-fourths of it to said Davis and one-fourth to said McCrillis. At this time this defendant had no interest in the transaction, except to make the advances for said Davis upon the terms aforesaid, and to hold the assignment of the bond or agreement as security; but some time afterwards this defendant elected to take one-fourth of the interest in the purchase, leaving said Davis interested in one-half, said McCrillis in one-fourth, and this defendant in one-fourth. And this defendant further answering says, that he continued to be interested in said lands until the autumn of the year 1845, when he offered to dispose of his interest in the same to said Davis. This negotiation was not closed until some time in the spring of the following year, when he purchased certain logs cut on said lands, the proceeds of which, after being sawed and sold by him, produced him a nett profit of sixteen hundred and fifty dollars on his purchase of one-fourth of the interest in said lands; and said Davis refunded him the money he had advanced and interest.

And this defendant, further answering, says, that the said Paulk did, at one time, as herein before stated, bring with him a letter, which he stated to be a letter from George Miller, and exhibited it to this defendant; but this defendant does not recollect the contents of said letter, nor the date thereof, which was the only letter from said Miller to said Paulk ever exhibited to this defendant before the filing of this bill; and said Paulk may have subsequently exhibited to this defendant said original agreements from Black to said Ramsdell and others, but this defendant has no recollection of the fact.

This defendant has an impression that in an early stage of the agency of said Paulk for said Norton and Miller, said Paulk offered to sell said agreements to this defendant, but this defendant did not wish to purchase; but as to this, defendant cannot state with accuracy, as his recollection on this point is not distinct.

And as to the alleged contracts or agreements from John Black to said Charles Ramsdell, this defendant knows nothing, except as is herein before stated; and, if material, he prays the same may be fully proved.

And as to the alleged assignments of the same from said Ramsdell to Nathaniel Norton and Jairus S. Keith, this defendant has heard of the same from said bill, and from other sources since the filing of said bill, and believes the same to be true, as alleged; but, if material, he calls for the production of the same.

And as to the alleged assignments from said Norton and Keith to Nathaniel Garrow, Heman Norton, George Gorham, and Charles

Ramsdell, this defendant has been informed, since the filing of this bill, that what purports to be a conditional assignment to the persons aforesaid, was once in the hands of the said Paulk, and is now in the hands of some one of the defendants, to be annexed to their answer; but if the same be material, so far as he is concerned, he prays the same, and the performance of the condition annexed to the same, may be fully proved.

And as to the alleged agreement set forth in said bill between said Garrow, Norton, Gorham, and Ramsdell, on the twenty-eighth day of March, A. D. 1836, and as to any [or] all the transactions set forth in said bill, relative to the said agreements or the lands described therein, between any of the persons interested therein, as assignees or otherwise, previous to said purchase by said Davis, and as to any payments made to said Black under said contracts, and as to any agreement relative thereto with said Black, and as to any correspondence between said Black and said Miller, and as to any transactions between said Black and any of said parties interested in said contracts, this defendant knows nothing, except from the allegations in said bill; and therefore he calls upon the complainants, if material, to exhibit proof of the same.

And as to any and all the subsequent assignments of said contracts set forth in said bill, this defendant knows nothing, except as they are set forth in said bill; and he neither admits or denies the same, but prays that, if material, the same may be produced and proved.

And this defendant further answering says, that he knows nothing of the certificates in relation to said lands set forth in the bill, nor of the alleged conviction and belief under which any of [the] assignees of said agreements became interested therein. Nor does this defendant know any thing of the motives or expectations of the said John Black when he gave said agreements to said Ramsdell; but this defendant's belief, from his personal knowledge of said Black, and of his mode of doing business, is that said Black had no such motives as are set out and alleged in the bill.

And this defendant does not believe, and therefore denies, that Charles Ramsdell ever abandoned his interest in said contracts, as set forth in said bill, except that he did not pay the money stipulated to be paid under said contracts, and he therefore denies that the said Ramsdell ever abandoned his interest in the same, except in the same way that all the other assignees of said contracts abandoned the same, by a neglect to comply with the conditions thereof.

And as to any alleged operations upon said lands, in the winter of 1836–'7, or any appropriation of the proceeds of timber taken off from the same; and as to any alleged operations on the same between 1837 and 1844, under permits from John Black, or any application of the proceeds thereof, this defendant knows nothing, and, if material, requires proof of the same.

And this defendant knows nothing of the quantity of pine timber on said lands, except by hearsay, and the statements of those who

have explored the same; but this defendant was informed (after said Davis had purchased the said agreements) that said lands were not worth purchasing at a rate exceeding from seventy-five cents to a dollar an acre—an opinion in which this defendant concurred at the time, from the best information he could obtain.

This defendant knows nothing of the amounts paid to said Black by the several assignees of said contracts prior to said Davis, nor does this defendant understand the same to be material to him in any way.

Neither does this defendant know any thing of the alleged interviews and conversations between Courtland Starr and John Black, in the fall of 1835, or in the year 1839, or of any alleged reasons why nothing was done, in regard to further negotiations with said Black, by the holders of said contracts, until July, 1844; and he prays that, if material, the same may be proved. And he knows nothing respecting the alleged residence of the said Garrow, Howe, or Seymour, and nothing respecting the knowledge of any one of the complainants of the residence of either of the others—and, if material, he prays that due proof be made of the same.

And this defendant further answering saith, that he knows nothing of the correspondence, and interviews, and transactions, alleged in said bill, between Heman Norton, George Miller, and Ephraim Paulk, except by hearsay, since the filing of this bill, and excepting that he saw one letter from the said Miller to the said Paulk, as herein before set forth, and never saw any of the replies of said Paulk to said Miller, and knew nothing, either directly or indirectly, as to the contents of the same, or of any other correspondence between said parties, and never had any knowledge of what took place at interviews between said Paulk and any of said complainants—excepting only that he knew that said Paulk had said powers of attorney, and saw the same in his possession—and he expressly denies that he knew any thing further of the negotiations of said Paulk with said Davis or said Black than is herein before fully stated and admitted; this defendant did not have, while the negotiations were pending between said Davis and said Paulk, and did not then expect to have, any interest in said townships or tracts of land, and did not have any, or expect then to have any, interest in said agreements; and it was not until after said Davis had concluded his negotiation with said Paulk for the purchase of said agreements, that when said Davis requested this defendant to make a part of the advances for said Davis, and take the property as security, this defendant consented to do so, if the lands could be purchased at a reasonable price, which this defendant then considered to be from seventy-five cents to a dollar per acre; and afterwards, as one of the conditions upon which this defendant made the advances for said Davis, he reserved the right to take one-fourth of said purchase, or not, at his own option; which agreement was one exclusively between this defendant and said Davis, and not made until after the purchase, by said Davis, of said agreements was closed. And this defendant prays that, if material to him, proof may be exhibited by the com-

plainants of all such alleged interviews, conversations, and correspondence between said Miller or said Norton and said Paulk, and of all matters and things herein before referred to or denied.

And this defendant denies that said Paulk ever, at any time, entered into any corrupt agreement, or any agreement, with this defendant, or to his knowledge or belief with either of the other defendants, to procure from the holders of said contracts an assignment of the same for a trifling or nominal sum, and then to negotiate in the name of such holders with said John Black, making him believe that whatever reduction he made below the market value of said lands would be for the benefit of said holders, and to defraud the said holders of so much as the said Black, by compromise, should agree to take less than the market value of said lands; on the contrary, this defendant believes that the said Paulk acted throughout, in good faith, as the agent for the said Miller and Norton, as the said Paulk believed to be, and as in fact was, for the best interest of the holders of said contracts, and the said Paulk obtained for the said contracts, as this defendant believes, all that the same were worth, and more than this defendant would have been willing to have given when they were sold.

And this defendant further answering saith, that he has been informed, and believes, that the negotiation with said Black, for the purchase of said lands, was closed on or about the 28th day of November, A. D. 1844, substantially as stated in the complainants' bill, but this defendant denies that he had any other knowledge of said negotiation, than is herein before expressly stated and admitted; and this defendant has been informed, and believes, that said Paulk, at the time aforesaid, as attorney of the said Miller and Norton, executed and delivered to said Davis assignments of said contracts, and that said Davis thereupon delivered said contracts to said Black, and that said Black thereupon gave to said Davis a contract for the same; but this defendant does not understand or believe, and expressly denies, that said Black, in giving said contract to said Davis, supposed that the same was for the benefit of said Miller and Norton, in any other respect than had been agreed upon by said Davis and Paulk, of the terms of which agreement he was ignorant. And this defendant further denies that said Paulk had any interest whatever in said contracts or said purchase from said Black; but admits that this defendant became interested in one fourth of said purchase (subsequently to the negotiation) through said Davis in the mode herein before set forth. And this defendant denies that said Paulk received from either or any of the defendants, according to the knowledge or belief of this defendant, any sum of money, other than the amount paid him for signing said notes, or any property or security for money whatsoever.

And this def't denies his knowledge or belief to be, that said Black agreed to receive, or did receive, from said Davis, for said lands, any amount less than he could have obtained of other persons, or from any of these def'ts, in the belief that said abatement of price was to be for the benefit of these complainants; but this defendant believes and avers

that said Black required and received from said Davis the full market value of said lands, and the highest price that could possibly have been obtained for said lands at that time, of any person whatsoever.

This defendant is advised that said Paulk ever professed to act, and was not authorized to, and did not act, in making sale of said contracts, as the agent of any other persons than the said Norton and Miller, and he so avers; and further denies that, by virtue of his purchase of said Davis of an interest in said new contract, given by John Black to said Davis, this defendant became in any way a trustee for any of the complainants, or liable to account to them, or either of them, for the proceeds of the said lands; and he denies that the assignment from said Paulk to said Davis was made with any intent to injure or defraud the said complainants, according to this defendant's knowledge or belief.

And this defendant further answering says, that he never saw said George Miller in Bangor, to his knowledge, and he knows nothing of any visits of said Miller to Bangor, except what said Miller stated to this def't, in a letter which he received, and will annex to this answer. After this def't had parted with all of his interest in the lands, the said Garrow called upon him, but this def't, not recognising any claim of said Garrow upon this def't, utterly declined having any negotiation with him whatever. And this defendant further answering says, that he never saw the letters of said Miller to said Davis, referred to in said bill. This defendant admits that he received the letters from said Miller, to him referred to in said bill, and he annexes the same to his answer, and marks the same respectively "A" and "B."

And this defendant further answering saith, that lumbering operations were carried on, on said lands, in the winter of 1844–'5, under the direction of Amos Davis, who had the exclusive control and management of the same, and of the accounts connected therewith, and who paid over to said Black, in part payment for said lands, the proceeds of said operations, as this defendant is informed and believes; and this defendant has herein before stated that he disposed of his interest in said lands in the spring of 1846, since which time he has had no knowledge of said lands, or of the accounts of the operations thereon, and he refers to the answer of said Davis, who, he is informed and believes, will annex a true account of the operations on the same.

And this defendant further answering says, that if said complainants ever had any just cause of complaint, or claim in equity against this defendant, which he denies, the same has become stale from said complainants' long neglect to prosecute the same, and is barred by lapse of time.

And in answer to the specific interrogatories contained in said bill, which this defendant is specially required to answer, this defendant says:

To the second and third interrogatories, that none of the papers therein referred to have ever been in the possession of this defendant, but he is informed that the said Paulk will annex the same to his answer.

To the fourth, he believes that [it] is true that such an agreement was entered into by said Paulk, who, he is informed, will annex a copy of the same to his answer.

To the sixth, that he never saw the said letters to said Davis, and cannot state whether or not the same were ever received by said Davis.

To the seventh, this defendant did receive said letters, and annexes the same to this answer.

To the eighth, this defendant cannot answer any further than is already stated by him in the body of this answer, but refers to the accounts annexed by said Davis, which he believes to be accurate and true.

And this respondent denies all unlawful combination and confederacy in said bill charged, without that, that any other matter or thing material or necessary to be answered, and not herein and hereby well and sufficiently answered, confessed or avoided, traversed or denied, is true to the knowledge or belief of this defendant.

All which matters and things this defendant is ready to aver, maintain, and prove, as this honorable court shall direct; and humbly prays to be hence dismissed with his reasonable costs and charges in that behalf most wrongfully incurred.

GEORGE W. PICKERING.

MAINE DISTRICT, *ss.*

Sworn to this 28th day of October, A. D. 1848, before me,
FRED. HOBBS,
Master in chancery and commissioner U. S. court.

W. P. FESSENDEN, and
G. F. SHEPLEY, *Solicitors.*

A.

Letter from Miller to Pickering.

RIVERHEAD, LONG ISLAND, N. Y., *June* 26, 1845.

To GEORGE W. PICKERING, esq.

SIR: I mentioned on the 21st instant, for the first time, that you hold a large interest in the bond from Col. Black to Amos Davis, for the sale of township No. 4, Bingham's Purchase, in Hancock county, and the strip of land adjoining the same. This bond was procured of Col. Black by the negotiation of Ephraim Paulk, as the agent of myself and others, the holders of bonds for the same property given in 1835. It appears that Mr. Paulk, in violation of his duty to us, agreed, for an inconsiderable sum to be paid to us, that Davis and those interested with him should reserve the bond for the township at such price as he, acting as our agent, would prevail upon Col. Black to accept; the latter supposing that his reduction of price was for our benefit, as holders of the old bonds, and it being well understood that

Col. Black took a good deal less price than he could have obtained for the township from other persons.

As soon as I got information from Mr. Paulk as to what he had received for us, and what Col. Black had agreed to take for the township, I wrote to him and to Mr. Davis, stating my dissatisfaction with what had been done, and my readiness to refund the $1,050 paid to us.

In reply, Mr. Paulk wrote me the following :

"BANGOR, *27th December*, 1844.

DEAR SIR : Yours of the 12th instant was received yesterday, owing to my absence ; at my earliest leisure I will furnish you with a full copy of my communications with Col. Black, and of all my negotiations upon the subject-matter of No. 4. You will then see that I have done the best that could have been done with the bonds. Mr. Davis has obtained from Col. Black a still further reduction ; and finally took a bond at $30,000 for the land ; $7,500 cash, 1, 2, and 3 years for the balance ; and Mr. Davis has a hard bargain at that. I would not give 75 cents an acre for the land; but I will give you full particulars in a few days.

Yours, truly, E. PAULK."

On the 4th of January last, and again on the 17th of January, I wrote to Mr. Paulk, urging him to fulfil his promise in the above letter, and send me a full statement of his negotiations in regard to No. 4. On the 20th of March I wrote to him again, and wrote to Mr. Davis a letter, of which the following is a copy :

"RIVERHEAD, LONG ISLAND, N. Y.,
March 20, 1845.

A. DAVIS, esq.

SIR : By a letter last December, I signified to you my dissatisfaction at the manner in which Mr. Paulk had transferred the interests of some of the holders of the bonds for township No. 4, Bingham Purchase, Hancock county, by means of which you have acquired a bond for the township of Col. Black. I have repeatedly solicited of Mr. Paulk, and he has promised me, a detailed statement of his negotiations in regard to that business, but I have never received it, and circumstances seem to have put it out of my power to visit Bangor to investigate the matter myself. I am therefore unable to detail, as fully as I could wish, the grounds of our claims upon the township. But the holders of the original bonds for the township will insist that you hold it for their benefit, subject only to the advances you have made ; or that you pay us the difference between $1 50 per acre, and the price at which it was bonded to you. In due time we shall take means to enforce our claims, if they are not fairly adjusted.

Respectfully, yours,
GEORGE MILLER."

Since, then, I have seen Mr. Paulk twice, but he has not yet fulfilled his promise in his letter of the 27th December, nor given me any information or explanation as to the business, except to say that the township was not worth the $30,000 agreed to be paid for it.

I was at Bangor on the 21st instant, and went to see Colonel Black. I should have called upon you if it had been practicable, but I spent no business hours in the city, and it was impossible, from previous engagements, for me to continue over Monday. I spent one day less than I intended in Bangor, because I was disappointed in reaching there, by a change in the course of travel that week.

I write to you to say that I think we have been very unjustly dealt by in the matter of procuring this bond from Col. Black to Mr. Davis, and believe a court of equity will give us redress, and that, if a fair reparation is not made, we shall, with as little delay as possible, file a bill against Mr. Paulk, Mr. Davis, and yourself. I give a brief detail of what has transpired between me and the other parties since the negotiations with Col. Black, supposing from what I have understood of yourself that you could not have been made acquainted with it.

I am, respectfully, yours,

GEORGE MILLER.

B.

Letter from Miller to Pickering.

RIVERHEAD, LONG ISLAND, N. Y.,
January 31, 1846.

GEO. W. PICKERING, esq.

DEAR SIR: I write to say that I have heard nothing from Mr. Paulk as yet, and to remind you of the assurance you gave me when I saw you in Boston, that you would endeavor to get Mr. Paulk to make to me a statement of his negotiation in relation to township No. 4.

I yet hope I shall hear from him.

Respectfully, yours,

GEORGE MILLER.

Answer of M'Crillis.

The following is the answer of William H. M'Crillis:

CIRCUIT COURT OF THE UNITED STATES,
Maine district.

JOHN GARROW and als., plaintiffs,
vs.
AMOS DAVIS and als., defendants.
} In equity.

This plea and answer of William H. McCrillis, defendant, to the bill of complaint of John Garrow and others.

This defendant, by protestation, not confessing any or all of the mat-

ters and things in said bill of complaint mentioned to be true in manner and form as alleged, doth plead to said bill, and especially to so much thereof as relates to said John Garrow, and for plea saith, that on the sixteenth day of August, A. D. 1842, the said John Garrow, then being a resident of the district of Michigan, filed his petition in the district court of the United States for said district, therein praying that he might be declared a bankrupt, according to the provisions of the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved August 19, 1841; and at the same time the said Garrow filed in said court an inventory of his property, verified by his oath, according to the provisions of said act; and such proceedings were thereupon had that the said John Garrow was thereafterwards, to wit, on the third day of October, 1842, duly declared a bankrupt, and one Eurotas P. Hastings was thereupon duly appointed by said court assignee of the estate of said Garrow, pursuant to the provisions of the act aforesaid; which said decree of bankruptcy has never been revoked, reversed, or annulled. And this defendant is advised that as the rights of said Garrow, as set forth in the bill, to the property therein described, appear to have existed and accrued, and if the same are just and well founded, did exist and accrue, long before the said Garrow was declared a bankrupt, and before the filing of his said petition in bankruptcy, all said Garrow's right, title, and interest in and to the property described in said bill, if any such he had, became vested in said Hastings, as said assignee, long before the filing of said bill, and now are vested in said assignee, or in some other person deriving title thereto, and under the said assignee, by virtue of the statute aforesaid. All which matters and things this defendant avers to be true, and is ready to verify, and prays judgment whether he ought to be compelled to make any further or other answer to said bill.

And this defendant, not waiving his pleas aforesaid, but insisting on the same, and saving and reserving unto himself all benefit of any exceptions which may be taken to said bill, for answer thereunto, or to such parts thereof as this defendant is advised are material, this defendant answering saith, that on or about the 21st of October, 1844, this defendant had a conversation with one Abraham Colby, in which said Colby told this defendant that he and Amos Davis, one of these defendants, had been negotiating with John Black, agent of William Bingham's estate, in relation to the lands named in the bill, and that said Black had offered to sell said lands to said Colby and Davis at a fair price, to be named by him, or at the appraisal of Mr. Coburn, of Bloomfield, at their option. This defendant then asked said Colby what he would take for his talk with said Black, viz., the benefit of said Colby's interest in said Black's offer, which, as said Colby stated, had been accepted by said Colby and Davis, or was an offer which said Colby and Davis still had the right to accept. Said Colby offered this defendant to take the sum of seven hundred dollars for his interest in said offer, which was accepted by this defendant; and he

then and there paid said Colby said sum of seven hundred dollars, and said Colby then and there gave this defendant his written contract, or paper, to that effect. This defendant made said purchase of said Colby as a mere matter of speculation, knowing nothing of said lands, except by hearsay. Not long after making said purchase, this defendant had a conversation with said Amos Davis, in which he stated to said Davis that he had purchased said Colby's interest as aforesaid, who appeared dissatisfied with this defendant's interference as aforesaid.

This defendant had no further communication with any person in relation to said lands, to the best of his recollection and belief, until the 16th day of November, 1844, on which day said Amos Davis and Ephraim Paulk, one of these defendants, called on this defendant to write an assignment from said Paulk, as agent, to George Miller and Heman Norton, of their interest in certain contracts of said John Black, which this defendant did write; and he believes the same is correctly set forth in the bill. This defendant was in no way interested in said assignment, and the same has never been in this defendant's possession. Said assignment was executed by said Paulk in this defendant's presence, on said sixteenth day of November, 1844, the day of its date.

This defendant heard nothing more in relation to said lands until Davis told him soon after, but how soon this defendant is unable to state, that he thought he could buy said land of said Black; and this defendant then stated his desire, and claimed the right, to purchase one-half of said lands at the price named by said Davis. Said Davis then asked this defendant if he would sign the notes to be given on said purchase; and this defendant refused to sign said notes, but offered to pay his proportion in cash of the first quarter payment. And in consideration of said objection, and of said Davis's agreement that this defendant should not be called on to sign said notes, this defendant agreed not to insist on his claim under said purchase of Colby to take one-half of said lands, but to become interested in said purchase to the extent of one-quarter only.

And this defendant further answering says, that in the purchases of lands by contract to convey on payment of the purchase money, it is not unusual for persons so purchasing not to make themselves liable on the notes given therefor, which are signed by some other person or persons. In such cases the individual purchasers who do not so make themselves liable make their proportion of the advance payment of one-quarter, either in cash or short paper, and receive their proportional interest in the contract; being unwilling to encounter the risk of an uncertain estimate of value, and of fire, and other doubts and uncertainties, to a greater extent than one-quarter of the purchase money, before actual operations shall have enabled them to form a more accurate opinion.

And this defendant further answering says, that on or about the 30th of November, 1844, the said Davis called on this defendant to pay his

proportion of the first or quarter payment to said Black, and for said lands, including $1,050 paid by said Davis for the assignment aforesaid, and also $1,500 paid by said Davis, or agreed to be paid, to said Paulk for signing the notes for said lands. This defendant at first objected to paying any part of said $1,500, as he, this defendant, had stipulated that he was not to be called upon to sign said notes, and said Davis had agreed to sign the same in consideration of this defendant's waiving his claim to purchase one-half of said lands. But said Davis persisting that said defendant ought to bear his proportion of all said expenses, this defendant paid one-quarter of all said amounts, and received an assignment of one quarter part of the contract received by said Davis from said Black, for the conveyance of said lands. And whether said assignment was made, and said cash paid on said 30th day of November, 1844, the day when said assignment bears date, or on some day not long subsequent thereto, this defendant does not recollect, and is unable to state with certainty.

And this defendant further answering says, that up to the time when he wrote the assignment aforesaid from said Paulk to said Davis, he had never seen or heard of the contracts named in said assignment, and that he had no interest whatever in said assignment at the time; that he did not then see said contracts, or know their contents; that he knows nothing of said contracts, or of the assignments of the same set forth in the bill, except by hearsay; that he knows nothing of the alleged agreement between Charles Ramsdell and others on the 28th day of March, 1836, or of any of the transactions stated in said bill, relative to said contracts, or the lands therein described, between any of the persons interested therein, whether by assignment or otherwise, previous to said sixteenth day of November, 1844; that he knows nothing of any payments to said Black under said contracts, or of any agreement relative thereto with John Black, alleged in said bill, or of any correspondence between said John Black and said George Miller, or any transactions between said Black and any person or persons interested in said contracts at any time; and he prays that, if material, the complainants may exhibit proof of any and all such facts and allegations.

And this defendant further answering says, that he knows nothing of the alleged conviction and belief under which any of the several parties to said contracts, by assignment or otherwise, became interested therein, or of any certificates given relating to said lands at any time, as alleged in said bill; that he never saw or heard of any such certificates, and his only information relative to any such is derived from said bill. Neither does this defendant know any thing of the alleged expectation with which said Black sold said lands to said Ramsdell.

And further answering, this defendant does not believe that said Charles Ramsdell ever abandoned his interest in said contracts, or in the lands therein described, as set forth in said bill, or in any other manner, except by non-payment of the money stipulated to be paid

therefor, under said contracts; and he therefore denies that said Ramsdell ever did abandon the same.

And as to any alleged operations upon said lands in the winter of 1836–'7, by cutting and getting off timber, and any appropriation of the proceeds thereof, by said Norton and others, and any alleged operations thereon, under permits of John Black, between 1837 and 1844, and any application of the proceeds thereof, this defendant knows nothing, and prays that, if material, the complainants may prove the same.

And this defendant believes the fact to be, and therefore admits, that there is not, and was not on said lands at the time of said original contracts, any thing like the quantity of timber stated in said certificates; though what amount there was, or is, this defendant does not know, and cannot estimate.

And this defendant does not believe, and therefore denies, that the several purchasers of said contracts previous to the purchase aforesaid by said Davis, and subsequent to the purchase by Nathaniel Norton and Jairus S. Keith, have paid any thing like the sum of seventy thousand dollars upon such purchases as alleged in said bill; and he prays that, if material, the complainants may exhibit proof thereof.

Neither does this defendant know any thing of the alleged interviews and conversations between Courtland Starr and said John Black in the fall of 1835, and in the year 1839, or of the alleged reasons why nothing was done in regard to further negotiations with said Black, by the holders of said contracts, until July, 1844; and he prays that, if material, the same may be proved. Nor does this defendant know any thing touching the alleged residence of said John Garrow, and said Howe and Seymour, or whether the same was or was not known to the other complainants; and he prays that, if material, the complainants may prove the same.

And this defendant further answering says, that he knows nothing of any of the correspondence, and interviews, and transactions alleged in said bill, between Heman Norton, George Miller, and Ephraim Paulk, except by hearsay, since the filing of said bill; that up to the said sixteenth day of November, 1844, he had never heard of said Paulk, or Miller, or Norton, as connected with said lands, or any contracts of said Black, in any way; that at the time when this defendant wrote said assignment he knew nothing, and then received no information, of the preceding negotiations between said Davis and said Paulk, or of any other negotiations of said Paulk relative to said contracts, or said lands, as the agent of said Norton and Miller, or otherwise; that after said assignment was executed as aforesaid, this defendant knew nothing of, and had no connexion with, any after negotiations between said Davis and said Paulk, up to the time when said Davis received from said Black a contract for the conveyance of said lands as herein before stated. This defendant's negotiations relative to said lands were with said Davis alone, and he was neither a party to, nor conversant of, any of the transactions, negotiations, or

correspondence alleged in said bill, relative to said lands and contracts, between said Miller and Norton, Paulk, Davis, and Black, or either of them, in any manner whatsoever. And he prays that, if material, the complainants may be held to exhibit proof of any or all such allegations.

And this defendant further answering, denies that said Paulk ever, at any time, entered into a corrupt agreement with this defendant, or to his knowledge or belief, with either said Davis or said Pickering, to procure from the holders of said contracts an assignment of the same for a trifling or nominal sum, and then to negotiate, in the name of such holders, an assignment of the same for a trifling or nominal sum, and then to negotiate, in the name of such holders, with said John Black, making him believe that whatever reduction be made below the market value of the said lands would be for the benefit of the said holders, and to defraud the complainants of so much as the said Black by compromise should agree to take less than the fair value of the said lands; and, on the contrary, this defendant believes that said Paulk acted throughout as the agent of said Miller and Norton in good faith, and as he believed, and as was in fact, for the best interest of said Miller and Norton, and all others interested in said contracts. And this defendant further specifically denies that he had any information from said Paulk, or any other person, as to any thing done by said Paulk relative to said lands or contracts, or of any of his correspondence with said Miller or said Black.

And further answering this defendant says, that he has been informed and believes that the negotiations with said Black, for the purchase of said lands, was closed by said Paulk on or about the 28th day of November, 1844, substantially as stated in the bill, but without any other knowledge thereof on the part of this defendant than is herein before set forth; and that said Paulk did at the same time, as the attorney of said Norton and Miller, execute an assignment of said original contracts to said Davis, and that said contracts and assignments thereon were then and there delivered to said Black; and that all this was done by said Paulk, under, and in consequence of, his original written agreement with said Davis to that effect, as expressed in the original assignment to said Davis by said Paulk, as the agent of said Miller and Norton. But this defendant does not understand, and denies that the contract then and there given by said Black to said Davis, for the conveyance of said lands, was supposed by said Black to be for the benefit of said Miller and Norton, or any other person than said Davis, any otherwise than as might have been agreed between said Davis and said Paulk, of which agreement said Black knew nothing. And this defendant further denies that said Paulk had any interest whatever in said contract, but admits his own interest as herein before stated; and further admits his own understanding and belief at the time, that said Pickering was to aid said Davis in making said purchase, and might, probably, take an interest in said purchase, though what particular agreement existed on the subject between said Davis and said Picker-

ing this defendant did not know or inquire, but he afterwards ascertained that said Pickering became interested in said contract to the amount of one-quarter thereof.

And this defendant further answering says, that when called upon to make his proportions of the first payment, he first ascertained that said Paulk was paid fifteen hundred dollars for signing the notes given to said Black for said purchase, as herein before stated. This defendant was no party to any agreement by which said Paulk was to receive that sum, or any sum, for so signing said notes, and knows nothing of the facts and circumstances under which said notes were so signed and said sum so paid, except by hearsay from said Davis, and has no doubt of the truth of the facts so stated; and in consequence of which this defendant paid his proportion of said sum of fifteen hundred dollars paid said Paulk as aforesaid. And this defendant denies that said Paulk, to his knowledge or belief, received any interest in said contract, or received from all or either of the other defendants any other amount of money, or property, or securities for money whatsoever.

And this defendant further denies his knowledge or belief to be that said Black agreed to receive, or did receive, for said lands a large amount, or any amount, less than he could have obtained from other persons, and from said defendants, from any supposition or belief that his abatement of price was for the benefit of the complainants, as holders of said contracts; but he avers that said Black insisted upon and received the full market value of said lands, and a larger price, as this defendant believes, than could have been obtained therefor from any other person or persons.

And whether the said Ephraim Paulk had any legal authority to make the assignment aforesaid to said Davis, and which this defendant believes to be correctly set forth in the bill, this defendant will not undertake to decide; but he supposes and believes that said Paulk was legally authorized to make said assignment and the stipulations therein contained. This defendant has understood, and therefore avers, that said Paulk was not authorized to act, and never did act, for any other persons than Heman Norton and George Miller, in the sale of said contracts; and he denies that, by virtue of this defendant's purchase of an interest in the contract aforesaid of said Black with said Davis, he became in any manner the trustee of any of the complainants, or liable to account to them, or either of them, for said lands, or any of the proceeds thereof. And he further denies that the assignment aforesaid, of said Paulk to said Davis, was made with any intent to defraud the complainants, to the best of this defendant's knowledge and belief.

And this defendant further answering says, that at the time said purchase was made by said Davis of said Black, as herein before set forth, timber lands were very low in the market, and there was, and had been for a long time, little or no sale for such property ; that all such purchases involved great risk on account of the large sums invested, and the great danger of loss not only by the uncertain results of lumbering operations, but from fires, by which the timber on wild lands is

very liable to be destroyed ; and that at the time of the purchase it was believed and supposed, by persons acquainted with said lands, and with the nature and value of such property, that these defendants, instead of purchasing at a low price, had, in fact, given a high price for said lands, and more than they were really worth as an article of purchase and sale, and would not be able to remunerate themselves out of said lands for the money paid, and contracted to be paid, for the same.

And this defendant further answering says, that he never saw said George Miller to his knowledge, and he knows nothing of any visits of said Miller to Bangor, as alleged in said bill. This defendant admits, that he once saw said Garrow at said Bangor, who appeared desirous of obtaining something from this defendant for his, said Garrow's, alleged interest in said lands ; but this defendant utterly declined negotiating with said Garrow on the subject, not recognising any claim of said Garrow upon this defendant, or on said lands, to any extent whatsoever. And this defendant denies that any other application was made to this defendant, or to either of these defendants, to his knowledge, relative to said lands, on the part of these complainants, to the best of his recollection and belief, previous to the filing of said bill.

And this defendant further answering says, that in the year eighteen hundred and forty-six, and as this defendant believes in the spring or summer of that year, this defendant and said Davis purchased of said Pickering all his interest in the aforesaid contract of said Black, allowing him therefor the sum of twenty-five hundred dollars ; that said purchase was connected with a sale to said Pickering of all the said Davis' and this defendant's interest in the timber cut on said township and strip, in the season of 1845–6, at a specific rate amounting, for the whole of said three defendants' interest in said timber, to $15,061 67, which said Davis and this defendant believed at the time to be a very fortunate and favorable sale, and but for which this defendant would not have agreed to make said purchase of said Pickering's interest in said contract ; and the result of which said sale to said Pickering of said timber was, as this defendant understood, a loss to said Pickering upon the manufacture and sale of said timber, and of said Pickering's labor and services in conducting and completing the same.

And further answering this defendant says, that said Pickering, Davis, and this defendant, did carry on lumbering operations on said lands in the seasons of 1844–5, and 1845–6, and that said Davis and this defendant have since operated on said lands during the seasons of 1846–7, and 1847–8 ; that this defendant has had no personal concern in carrying on any of said operations, but all the same have been exclusively conducted by said Amos Davis, who has had the entire supervision and management thereof, and kept all the accounts relating thereto. And this defendant is unable to give any account of said operations other than he has received from said Davis ; and that the account thereof, which is annexed to the answer of said Davis, and the statements relative thereto, in the answer of said Davis, are correct and true,

to the best of this defendant's knowledge and belief; and he refers to them as a part of this answer.

And this defendant further says, that if said complainants ever had any just claim or remedy in equity against this defendant, which he denies, it has become stale from said complainants' long neglect to prosecute the same, and is barred by lapse of time.

And as to the specific interrogatories contained in said bill, and which this defendant is specially required to answer, this defendant says:

To the 2d and 3d. That none of the papers, inquired of in these interrogatories, have ever been in the possession of this defendant; but this defendant believes that the same are in the possession of said Paulk, and copies thereof annexed to his answer.

To the 4th. That this defendant believes it to be true that an agreement was made, as set forth in this interrogatory, dated Nov. 16, 1844.

To the 5th. That this defendant knows nothing of the matters inquired of in this interrogatory, except by hearsay.

To the 8th. That he is unable to answer this interrogatory any further, or otherwise, than is already stated in the body of this answer, to which he refers; or to annex any account of operations on said township, in any way differing from the account annexed to the answer of said Davis as aforesaid.

And this defendant denies all and all manner of combination and confederacy wherewith he is charged by said bill; without this that there is any other matter, cause, or thing in said bill of complaint contained, material or necessary to be answered unto, and not herein and hereby sufficiently answered, confessed, traversed, and avoided, or denied, is true, to the knowledge or belief of this defendant. All which matters and things this defendant is willing and ready to aver, maintain, and prove, as this honorable court shall direct, and prays to be hence dismissed with his costs.

WILLIAM H. McCRILLIS.

UNITED STATES OF AMERICA,
District of Maine, ss:

October 30th, A. D. 1848.

Then the above named William H. McCrillis personally appeared and made oath, that he had read the foregoing answer by him signed, and knows its contents; and that the statements therein contained are true, so far as they are stated to be founded on his knowledge, and so far as founded on information or belief, that he believes them to be true.

Before me, JAMES S. ROWE,
Commissioner of U. S circuit court, Maine district.

Answer of Davis.

The following is the answer of Amos Davis:

CIRCUIT COURT OF THE U. S., *Maine district.*

JOHN GARROW and als., plaintiffs,
vs.
AMOS DAVIS and als., defendants. } In equity.

The plea and answer of Amos Davis, defendant, to the bill of complaint of John Garrow and others.

This defendant, by protestation, not confessing any or all of the matters and things in said bill of complaint mentioned to be true, in manner and form as alleged, doth plead to said bill, and especially to so much and such parts thereof as relate to said John Garrow, and for plea saith, that he has been informed and believes that on the sixteenth day of August, in the year of our Lord one thousand eight hundred and forty-two, the said John Garrow, then being a resident of the State of Michigan, filed in the district court of the U. S., for the district of Michigan, his petition, therein praying that he might be declared a bankrupt, according to the provisions of the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved August 19, 1841; and at the same time the said Garrow filed in said court an inventory of his property, verified by his oath, according to the provisions of said act. And such proceedings were thereupon had, that the said John Garrow was thereafterwards, to wit, on the third day of October, 1842, duly declared a bankrupt; and one Eurotas P. Hastings was thereupon duly appointed by said court assignee of the estate of said Garrow, pursuant to the provisions of the act aforesaid; which said decree of bankruptcy has never been revoked, annulled, or reversed. And this defendant is advised, that as the rights of said Garrow, as set forth in said bill, to the lands and contracts therein described, appear to have existed and accrued, and, if the same are just and well founded, did exist and accrue, long before the said Garrow was declared a bankrupt, and before the filing of his said petition in bankruptcy, all said Garrow's right, title, and interest in and to the property described in said bill, and in and to said contracts described in said bill, if any such he had, became vested in, and now are vested in, said assignee, or in some other person deriving title thereto through and under said assignee, by virtue of the statute aforesaid. Wherefore this defendant avers that the said Garrow has no interest in the premises described in said bill, and ought not to have been made a party thereto; but that, if the claims in the said bill are just and well founded, the said Eurotas P. Hastings ought to have been joined in and made a party to said bill; all which matters and things this defendant avers to be true, and is ready to verify, and prays the judgment of this court whether he ought to be compelled to make any further or other answer to said bill.

And this defendant, not waiving his plea aforesaid, but insisting

thereon, and saving and reserving unto himself all benefit of any exceptions which may be taken to said bill, for answer thereunto, or to such parts thereof as this defendant is advised are material, this defendant answering, says, that he has been informed and believes that John Black, of Ellsworth, as agent for the estate of William Bingham, did enter into the agreements with Charles Ramsdell, set forth in the bill, and received the notes of said Ramsdell, Webster, and Burnham therefor, as set forth in said bill; and that said contracts contained the provisoes respectively stated in said bill to be therein contained; but this defendant prays that, if material, the plaintiffs may be held to prove the same.

This defendant has also been informed and believes that said Charles Ramsdell did assign and transfer, to Nathaniel Norton and Jairus S. Keith, all his interest in and to said contracts of John Black as set forth in the bill; but he prays that, if material, this also may be duly and legally proved by said plaintiff.

This defendant has further been informed, but does not admit, that the said Norton and Keith did, on or about the sixteenth day of November, 1835, *did* assign and transfer all their interest in said contracts to Nathaniel Garrow, Heman Norton, George Gorham, and said Charles Ramsdell; and this defendant has not been informed that said Norton and Keith sold to said Garrow and others the lands described in said contracts in any other manner than by assigning the contracts aforesaid. And this defendant has further been informed, and avers the fact to be, that if such assignments were made by said Norton and Keith they were not absolute assignments, but upon the condition that said Garrow and others should pay to said Black the last four payments specified in each of said contracts, as they should severally become due, and upon the further condition that said Garrow and others should pay to said Norton and Keith the notes severally given by said Garrow, Norton, Gorham, and Ramsdell to said Norton and Keith, as the consideration for said assignments, amounting in the whole to the sum of $81,831 30, or thereabouts; and that it was further provided, in and by said assignments, that said Black should make no conveyance of the lands specified in said contracts, or any part thereof, until the notes aforesaid to said Norton and Keith should have been fully paid. And further, this defendant has been informed and believes, and avers the fact to be, that said notes never have been paid by said Garrow and others. And he prays that, if material, the plaintiffs may be held to prove that said contracts were assigned by said Norton and Keith as set forth in the bill, and that all the conditions and stipulations of said assignments, if any such there were, have been complied with.

And this defendant has been further informed that, on or about the 28th day of March, 1836, it was substantially covenanted and agreed, by and between the said Garrow, Norton, Gorham and Ramsdell, that in case either of said parties should fail to pay his equal share of the moneys to become due under and by virtue of the said contracts, and

their said contracts for the purchase thereof, then the share or interest of the party so failing to make payment in the said lands or contracts should become the property of the said other parties who should pay the share of the parties so failing. But this defendant is not aware of the precise terms of said agreement, if any such were made, nor does he admit the existence of any such; and he prays that, if material, the plaintiffs may be held to legal proof thereof. And this defendant explicitly denies that if any such agreement *were* ever entered into between said parties, the share of any one of said parties has ever been paid by any person, whether a party to said agreement or otherwise, or that the rights of any one of said parties *has* ever been transferred to, or acquired by, the others of said parties, or any one of them, or any assignee of said parties, or of any one of them, under said agreement.

And as to the sale and conveyance alleged in said bill to have been made by said Nathaniel Garrow to said John Garrow, of one-fourth part of his interest in said contracts, and the lands therein described, and of all his said remaining interest to Thomas Y. How, jr., and James Seymour, as trustees for George B. Throop and Thomas Y. How, jr., this defendant has no specific information, and prays that, if material, the same may be proved.

And this defendant has been informed that said Gorham did, on or about the twenty-second day of April, 1836, sell and transfer to Marcus B. Osborn and Courtland Starr, all his interest in the contracts aforesaid, for the consideration expressed in said bill; but this defendant has further been informed, and therefore avers, that if any such assignment were really made, it was upon the condition that said Osborn and Starr should pay the said Gorham's proportion, being one-fourth of all the payments then remaining unpaid, to be made to said John Black, under and by virtue of said original contracts, as they should severally become payable; and should also pay to said Norton and Keith their draft on said Gorham for a part of said purchase, and his, the said Gorham's, note for the residue to said Norton and Keith, and should save the said Gorham harmless from all claim and demand on account of said defendant's notes, and said purchase of said contracts. And this defendant denies that any of said conditions have been performed, and prays that, if material, the assignment of said Gorham, and the performance of said conditions, may be proved by said plaintiffs.

And this defendant has also been informed that on or about the 30th day of December, 1837, the said Osborn and Starr did execute and deliver to said George Miller an assignment of all the interest which said Osborn and Starr then had in the contracts aforesaid, for the purposes set forth therein, and which are substantially set forth in the bill; the only information which this defendant has in relation to any of said assignments being contained in certain papers, of which copies are annexed to the answer of Ephraim Paulk, marked E, to which this defendant begs leave to refer. This defendant knows nothing of the authenticity of any of said papers, and prays that, if material, the plaintiffs may be held to prove the same.

And, further answering, this defendant admits that the lands described in said contracts are chiefly valuable for the timber thereon; but as to the conviction and belief under which any of the parties herein before named became interested in said contracts, and as to the quantity of pine timber believed to have been thereon, and as to any certificates touching the quantity of pine timber thereon alleged to have been made by Nathaniel Coffin, Ebenezer Morrison, and Moses Fish, and alleged to have been shown to said purchasers, this defendant knows nothing, and has no information or belief, never having seen or heard of any such certificates, and having no connexion with, or knowledge of, any of said purchasers at the time, in any way whatever.

And this defendant further says, that he presumes it to be true from an examination of the contracts, and from what he knows of said John Black's usual mode of dealing in such cases, that no part of the purchase money was paid down when said contracts were executed. And this defendant does not know what said Black's "expectation" was, in this particular instance, as to said Ramsdell's selling said lands for an advance price, and thereby acquiring means for making the first payment. But, from long acquaintance and familiarity with said John Black's mode of dealing in such matters, this defendant believes that said Black had no other expectation or design than is expressed in the contracts themselves, and to deal therewith as a business transaction, on strict principles, and according to the legal rights and obligations arising therefrom.

And this defendant does not know whether the two first notes of said Ramsdell, Webster, and Burnham were or were not paid at maturity, and prays that, if material, the plaintiffs may be held to proof thereof. And as to so much of said bill as relates to the non-payment of the second notes of said Ramsdell, Webster, and Burnham, and the alleged arrangement made for the purpose of paying the same on the 25th of April, 1836, and the receipt given by said John Black, and the notes and drafts alleged to have been given to said Black at that time, and the alleged payment of said drafts named in said receipts, this defendant knows nothing, and prays that, if material, the plaintiffs may be held to prove the same. Neither does this defendant know that said Ramsdell did not pay his note of hand for $5,550, dated 1st April, 1836, and payable in six months, as alleged in said bill. And this defendant denies that said Ramsdell did not so pay the same. And this defendant denies the allegation that said Ramsdell abandoned the said two tracts of land as stated in said bill, or any part of the right, title, and interest therein, which he acquired by virtue of his purchase of and into the same. And this defendant avers that if any such agreement ever was made between said Garrow, Norton, Gorham, and Ramsdell, as is averred in said bill to have been made on the 28th day of March, 1836; and if said Ramsdell did fail to pay his equal share or fourth part of the moneys to become due under and by virtue of the said two original contracts and the said contracts for the pur-

chase of the same, the said other parties or their assigns never made any payments for said Ramsdell, under and by virtue of the same, or acquired any rights, by virtue of said agreement, to the share of said Charles Ramsdell in the contracts aforesaid.

And as to the operations alleged to have been carried on by said Heman Norton and others in the winter of 1836–7, upon said lands, and the alleged payment of a part of the proceeds thereof to said Black towards the payment of said Ramsdell's portion of said second payment; and as to the alleged operations upon said lands under permits from said Black, from 1837 to 1844, and the alleged appropriation of the proceeds thereof towards the payment of the purchase money due on said contracts, this defendant knows nothing, and prays that, if material, the plaintiffs may be held to proof thereof. But this defendant avers that if any such operations were carried on by said Garrow and others in 1836–7, and a part of the proceeds paid to said Black, as alleged, towards the share of said Ramdell's second payment, he believes and avers that no more than one quarter of the nett proceeds of said operations was so paid over to said Black, and the residue was retained by said Garrow and others to their own use.

And this defendant does not deny that there was not upon said lands, at the time of said original contracts, more than two thousand feet of good pine timber to the acre upon the average, and that said lands were not at the time of said original purchase, and never since have been, worth the fourth part of what they would have been, if they had contained not less than from eight to twelve thousand feet to the acre upon an average.

And whether the several purchasers of said contracts subsequent to said Norton and Keith, have paid more than seventy thousand dollars over and above the amount which has been paid to said Black, or whether they have paid any thing, this defendant has no means of knowing; but he has no belief that they have paid any such sum, or any considerable sum; and he therefore denies said allegation, and prays that, if material, the plaintiffs may be held to proof of whatever sums they have paid as aforesaid.

And as to the alleged interviews between Courtland Starr and said Black, and the letter alleged to have been written by said Black to George Miller, dated July 22, 1844, and said Miller's alleged reply, and said Miller's alleged sickness and engagements, and the different places of residence of the plaintiffs, and their want of acquaintance with each other, this defendant knows nothing, and therefore d the same. But he believes the fact to be, and therefore avers, that for many years previous to 1844, and to the receipt of said alleged letter from said Black to said Miller, all persons interested under said contracts had abandoned all interest in said lands under said contracts, and totally given up the idea of a purchase thereof, or of taking any further steps in relation thereto. And he further avers that long previous to 1844 all legal rights and claims under and by virtue of said contracts had become lost and forfeited by the terms thereof.

And this defendant further answering says, that some time in November, 1843, he called upon said John Black, in company with one Abraham Colby, and proposed to negotiate for the purchase of township No. 40, belonging to the estate of William Bingham. Said Black declined selling said township No. 40, but then proposed selling to this defendant and said Colby township No. 4, and the strip adjoining, being the lands described in said Black's aforesaid agreements with Charles Ramsdell. After much conversation this defendant and said Colby proposed to said Black that he should name a price for said lands, but said Black declined to do so until after he should have had said lands explored; and it was then agreed that said Black should have said lands examined, and then name his price therefor, and if this defendant and said Colby were not willing to pay said price, said Black would then sell the same, and said Colby and this defendant would purchase at a price to be fixed by Mr. Coburn, of Bloomfield, after an exploration by said Coburn, or at the price so as aforesaid fixed by said Black, at the option of said Colby and this defendant. And this defendant and said Colby agreed to see said Black again at the end of six weeks, for the purpose of ascertaining the price so to be fixed by said Black. At or about the expiration of the time fixed, this defendant called upon said Black, but found that said proposed exploration had not been made. This defendant had several interviews with said Black in the course of five or six months succeeding said month of November, 1843, but obtained no definite proposition for the same reason, viz., that said Black had not found time or opportunity for said proposed exploration. This defendant well recollects that at one of said interviews said Black stated that there was an outstanding bond which he had given of said lands, and which the parties holding the same had proposed to give up on his relinquishing the notes held by him; and that he had written them on the subject, but had received no answer. Said Black further stated that said bond was long forfeited, and the parties had no claim upon him, but he should prefer having it up before giving a new one, and the parties, he had no doubt, were willing to give it up. The last interview which this defendant had with said Black on this subject was, as this defendant thinks, in the spring of 1844; and this defendant then supposed that said Black would have said lands examined, and fix his price in the course of the summer following, so that the bargain for said lands could be closed before the next lumbering season, as this defendant and said Colby designed to carry on lumbering operations on said lands.

This defendant had no other communications with any person in relation to the purchase of said lands, until some time in the fall of 1844, when he was called upon by the defendant, Ephraim Paulk, who stated that he had been informed that this def't was in treaty for said lands, and further informed this defendant that he, said Paulk, held certain original contracts of said Black for the sale of said lands, and wished to sell them, and further inquired what this def't would give for said contracts. At that time this def't declined making any

offer for said contracts, regarding them as of no value after what had been stated by said Black as aforesaid, and did not then see them, or know, or inquire, who were the obligees, or assignees, thereof. Soon afterwards this defendant met said Paulk in the street, and was informed by him that he had been offered one thousand dollars for said contracts. This def't was then desirous of purchasing said lands, and supposed he and said Colby were safe in the agreement that had before been entered into with said Black, as herein before set forth, especially as he had been told by said Black that said contracts were forfeited. But knowing that said Black was desirous of getting up said contracts before conveying said lands, and being anxious, if he and Colby purchased said lands, to complete said purchase in season for a winter's operation, and believing that the possession and ownership of said contracts would enable this def't and said Colby to close the bargain with said Black without further delay, and at all events would prevent any other person from embarrassing said negotiation, and might also enable this defendant to purchase said lands on better terms, this defendant offered to give said Paulk $1,050 for said contracts; but this offer was made to said Paulk on the following conditions, viz., that if said Paulk did not then accept the same, it might stand good until said Paulk had a better offer from some other person, and that if said Paulk accepted said offer he should continue to hold said contracts, and should act as the agent of this def't in negotiating with said Black, but ostensibly as the agent of those interested in said contracts at that time; in other words, if this defendant purchased said contracts he should have the benefit of all such equitable considerations and inducements with said Black to obtain said lands at as low a price as possible, or as could be obtained by said Paulk for the assignees of said contracts; and that said Paulk should aid this def't in obtaining the benefit of such considerations, acting nominally for said assignees, but really for this defendant; this def't to pay said Paulk for his time and expenses while thus employed. Said Paulk did not accept said offer at the time it was made, and this def't did not see or hear from said Paulk for some days, how many days this def't is unable to state, during which time this def't understood and believes that said Paulk was endeavoring to sell said contracts at a higher price than had been so as aforesaid offered him by this def't, but without success. Said Paulk then called upon this def't and stated that he should accept said offer, but must be paid in cash at the time of the transfer. This def't was not then able to pay the money, and it was agreed that the bargain should be closed, and writings drawn to that effect, and said original contracts, with all the papers connected therewith, should be deposited in the Kenduskeag bank for a few days, until this def't should be able to obtain the money to complete said purchase. In pursuance of said agreement said Paulk, as the attorney to George Miller and Heman Norton, executed an assignment of all said Miller's and Norton's interest in said contracts to this def't, dated Nov. 16, 1844. And this def't on the same day gave said Paulk his writ-

ten promise to pay said Miller and Norton the sum of $1,050 on demand. This def't believes said papers are correctly stated in the bill; and the same were, to the best of this def't's recollection and belief, on the same day deposited in the Kenduskeag bank, for the reason and purpose herein before set forth.

And this defendant further answering says, that in none of the conversations aforesaid with said Paulk, previous to the execution of said contracts, did said Paulk communicate to this defendant any of his conversations with, or instructions from, any of the owners or assignees of said contracts; nor did said Paulk show to this defendant any of his letters from any or either of the complainants, or communicate to this defendant the contents of any such letters; nor did this defendant know that said Paulk had received any letters from said John Black. This defendant in fact knew only that said Paulk had said original contracts and was authorized to dispose of them. And this defendant did not even see or examine said contracts before receiving said written assignment from said Paulk, nor did this defendant inquire into or trace the title thereto, but contented himself with said Paulk's assurance that he had said contracts, and was authorized to dispose of them as aforesaid. Said Paulk claimed to act only for said Miller and Norton, and stated that he had powers of attorney from them. He did not claim to act for, or represent himself as agent for, any other person or persons. And this defendant was thus careless on the subject because he considered said contracts as of no real value, and as affording no legal claim on said Black, and regarded them only as of possible value to this def't, inasmuch as the possession of them might probably prevent any other person from interfering with this def't's aforesaid negotiation with said Black, and might enable this def't to bring said negotiation to a more speedy close; and, through the efforts of said Paulk, acting nominally as agent for the persons before named, might perhaps be of value to this defendant, through the influence and effect of such equitable consideration as might arise from the contracts themselves; to which effect this def't considered himself fairly entitled as purchaser of said contracts.

And this def't further answering says, that in all his aforesaid negotiations with said Paulk he considered said Paulk as an antagonist acting for parties who had an article to sell, and for which said Paulk was energetically endeavoring to obtain the highest possible price, and which this def't was willing, finally, to purchase as a matter of speculation for the possible advantage he might derive from the possession of said contracts, which this def't considered as of no value to those then owning them, inasmuch as they could have no idea of purchasing under them, and could not do so, from the large amount then due thereon, even if they possessed any legal force. And this def't had no more doubt that the owners of said contracts would be willing to sell the good will of said contracts than the contracts themselves. Nor did he then, nor does he now, see any impropriety, so far at least as said Norton and Miller were involved, of his so purchasiag; nor would

this def't have purchased said contracts, except for the reasons herein before set forth ; and the benefits which this def't might derive from the equitable considerations before referred to, as affecting the price of said lands, was urged upon this def't by said Paulk as an inducement to said purchase, although this def't did not at the time suppose that he should derive any substantial or material benefit therefrom, but relied principally upon the other reasons herein before set forth. And this def't would not have purchased said contracts at all had it not been for the previous pending negotiation herein before stated, upon which this def't supposed and believed he could fall back at any time, if he failed to make a satisfactory arrangement otherwise. In other words, this def't's inducements to said purchase was the belief that the possession of said contracts would aid him in bringing his pending negotiation with said Black to a more speedy and satisfactory close.

And this def't further answering says, that timber lands were then very low in the market, and that few people were willing at that time to hazard an investment in property of that description, the community not then having recovered from the effects of previous disastrous speculations and investments in that species of property, so that, in fact, there was little or no sale for it in any quarter. This def't was also at that time laboring under heavy embarrassments, having been much involved by his former investments in timber lands, and to such a degree that he was unable, of himself and without assistance, to make the cash payment requisite for any considerable purchase. This def't had not then obtained any assurance of aid in making the purchase of said township, and his only hope was that if he could purchase said lands at a low price, he might get the aid of some persons able to advance the money for the first payment, with the expectation of being repaid by operations upon the lands themselves. And with this hope, and on this uncertainty, he purchased said contracts, hazarding the money he paid therefor, upon the chance of being able to complete the purchase of said lands, in the manner above described, and upon the further chance that said purchase might be rendered profitable by operations as aforesaid.

And as to the letter alleged in said bill to have been written by George Miller to Ephraim Paulk, early in September, 1844, and the contents of said letter, and the alleged ignorance and uncertainty of the plaintiffs as to the real value of said lands and the quantity of timber thereon, and as to the alleged interview between said Paulk and John Black, on the 18th of October, 1844, and the alleged journey of said Paulk to New York on the 20th October, and his alleged interview with said Norton, and visit to Riverhead, and subsequent interview with said Miller at Boston on the 25th day of October, 1844, and his alleged statements to said Norton and Miller, or either of them, touching his, the said Paulk's, conversation with John Black, and the value of said lands, this defendant knows nothing, and prays that, if material, proof may be exhibited thereof. But this defendant

believes that said Miller and Norton did each execute and deliver to said Paulk a power of attorney, one dated on the 28th, and the other on the 29th of October, 1844, authorizing the said Paulk to dispose of the several and respective interests of said Miller and Norton in said original contracts, and that said original contracts were about that time placed in the hands of said Paulk for that purpose. This defendant has seen said powers of attorney in the hands of said Paulk, and the same or copies thereof are annexed to the answer of said Paulk, and marked D. What were the inducements, if any, held out by said Paulk to obtain said papers, or what was said by or between the parties, or what were the objects of said Miller and Norton, this defendant does not know, any further than he infers from the papers themselves, and what he has been told by said Paulk, and which he believes to be true, viz., that said contracts having been forfeited, and said Norton and Miller and the other parties being both unable and unwilling to purchase said lands, they were desirous of disposing of said contracts to some person desirous of purchasing said lands, and selected said Paulk as their attorney to negotiate such sale.

And as to what, if any thing, was understood and agreed between said Norton and Miller and said Paulk, at the time of the delivery of said powers of attorney, this defendant knows nothing, other than may be inferred from the contents thereof. This def't was told by said Paulk that he was authorized to sell the interests of said Norton and Miller in said contracts, and an examination of said powers shows that said Paulk was so authorized, coupled as they were with the possession of said contracts themselves. And this def't did not inquire as to any understanding between said parties, nor was he informed of any such beyond the evident authority conferred by the papers. And this def't knows nothing of the letter alleged to have been written to said Miller by said Paulk on the ninth day of Nov., 1844, or of the alleged contents of said letter. But this defendant avers, that if such letter was written by said Paulk, and its contents were as set forth in said bill, the allegations therein contained were substantially true, especially so far as relates to the value of said lands, inasmuch as this defendant believes that one dollar per acre for said lands was considered a high price for said lands, or any lands of that description at that time; and it would have been extremely difficult to find a purchaser at that price, or at a lower price, viz., seventy-five cents per acre, at that time. But this defendant prays, that if material the existence and contents of such letter may be duly proved. And as to the alleged fact that said Miler started for Bangor early in Nov., 1844, and the alleged circumstances by which such journey was prevented, and said Miller's alleged letter to said Paulk on the 12th of November, 1844, and its alleged contents, and the alleged letter from said Paulk to said Miller of Nov. 18, 1844, and the alleged reply of said Miller, stating that he should be in Bangor on the 25th of said November, this defendant knows nothing, iether positively or by hearsay, except as is hereinafter set forth, and he

prays that, if material, the same may be duly proved by the complainants.

And this defendant further answering says, that soon after the assignment of said contracts on the 16th of November, 1844, to this defendant, was executed as herein before set forth, and within a day or two after the said Paulk called on this defendant, and said that he had received a letter from George Miller, which this defendant thinks was at the same time shown to this defendant; and said Paulk further stated, that he wished to suspend doing any thing further under said assignments, or completing the arrangement thus made, until the 25th day of said November, about which day said Miller was, or might be, expected to arrive in Bangor. This defendant acceded to this request of said Paulk, and nothing further was done in relation to the matter for some days. Soon after, and on or before said 25th of November, said Paulk received another letter from said Miller, which this defendant believes was dated Nov. 20th, in which said Miller authorized said Paulk to complete the assignment of said contracts, if said Miller did not arrive at the time fixed, or substantially to that effect, according to this defendant's best recollection. Accordingly, all further proceedings were, as before stated, postponed, and said Miller not having arrived, the bargain aforesaid between this defendant and said Paulk, as the agent of said Norton and Miller, was consummated on the 26th of November, 1844. And, in pursuance of the terms and conditions of the agreement aforesaid, said Paulk on the same day went to Ellsworth as the agent of this defendant, to see said Black, and to ascertain the terms upon which said Black would be willing to sell said lands; said Paulk, as before stated, acting nominally as the agent of said Norton and Miller, but really as the agent of this defendant, and for his benefit.

And this defendant further says, that the price which he had at the time fixed in his own mind as the highest he would be willing to give for said lands, was one dollar per acre. This price, as before stated, was considered at the time to be a high price, and all that any one could give with any expectation of a reasonable profit from such an investment. Lands were at that time very low, and there was little or no sale; all such investments involve great risk. The owner takes his chance of fires which may destroy the timber, and must also take his risk of the fortunate or unfortunate issue of operations. Still, from the opinion which this defendant had formed of said lands, he believes that an investment at that price might be made advantageous, if he could succeed in getting assistance to make said purchase, which was then a matter of great uncertainty and doubt. This defendant was anxious, if he made said purchase that season, to complete the same at once, in order that the capital invested might not lie idle for a year; and he was yet, if said bargain was closed, to obtain the necessary assistance. This defendant relied with confidence on the prior agreement of said Black to sell at the appraisal of Coburn, if this defendant required him to do so; but the delay consequent on such an

appraisal would then, probably, carry this defendant beyond the lumbering season then close at hand. And this defendant was at first unwilling to wait until the 25th of November for said Miller, for the sole reason that he feared the delay incident to protracted negotiations on the subject, and not from any supposition or belief that said Miller could obtain a higher offer from any other person for said contracts, or that said Miller and his associates could, or would, purchase said lands under said contracts. But although this defendant was unwilling so to delay, for the reason before stated, considering the bargain as made between himself and said Paulk, yet he was induced so to do by the representations of said Paulk that said Miller's personal efforts would probably induce the said Black to sell said lands at a price so much reduced that said defendant would be willing to purchase, and at the same time to give, *and* his associates a larger sum for their interest in said contracts. And said Paulk then for the first time stated to this defendant the result of his previous negotiations with said Black, and showed this defendant a letter from said Black, fixing the price of said lands at one dollar and fifty cents per acre. This defendant was very much surprised when he was shown said letter, and ascertained its contents, and expressed his surprise to said Paulk in very strong terms, telling him that if that was said Black's lowest price for the lands, he could not think of purchasing said township, and complaining of said Paulk that he had not told this defendant of the letter and its contents before said agreement was made. Said Paulk, however, did not seem to consider that he was under any obligation to state that fact to this defendant, as he was acting for other parties, and said Paulk then told this defendant that he had received another and a later letter from said Black, asking for an offer from said Paulk on behalf of said Miller and others; and this defendant, thereupon, induced by the hope that said Miller's personal exertions might induce said Black to sell at a much lower sum, and being willing to purchase at the price of one dollar per acre, and for the purpose of encouraging said Miller to make such exertions, voluntarily gave said Paulk his written promise to the effect that if said Miller could persuade said Black to sell said lands at a considerable reduction from the price named as aforesaid, this defendant would allow said Miller all that said Black would sell said lands for less than one dollar per acre; which sum this defendant was willing to give, provided he should be able to complete the purchase of said lands.

And this defendant further says, that at the time of his aforesaid negotiations with said Paulk, and before it was closed on the 16th of November, 1844, he had been informed that said Abraham Colby had sold to William H. McCrillis, one of these defendants, the benefit and good will of his, the said Colby's, interest in the conversation and agreement with said Black, and between him and said Colby and this defendant, in the fall of 1843, herein before set forth. This, however, had been done without any knowledge of this defendant. This defendant had also been informed that said Paulk and George W. Pick-

ering, one of these defendants, had had an interview with said Black in relation to the purchase of said lands, and that said Pickering had declined interesting himself further in the business, being unwilling to purchase the same at a higher price than seventy-five cents per acre. But this defendant's negotiation with said Black was entirely on his own account, and without the knowledge, as this defendant supposed, of either said McCrillis or said Pickering, and with which neither of them had any connexion, or knowledge, until after said agreement had been made, when this defendant, with said Paulk, called on said McCrillis, as an attorney, to reduce said agreement to writing.

And this defendant further answering says, that the result of the interview of said Paulk, as this defendant's agent with said Black, in relation to the purchase of said lands, was an offer, on the part of said Black, to sell the same for $30,000; which offer said Paulk immediately communicated to this defendant. This defendant had previously, after taking said assignment of Nov. 16, and before Nov. 26, made a provisional arrangement with said Pickering to make the necessary cash payment usual in each cases, and to be interested in one quarter of said purchase, provided the same could be obtained for one dollar per acre. Said McCrillis had also agreed to take one quarter of said purchase at the same rate. This defendant further agreed with said Pickering to furnish him security for the repayment of any amount advanced by him for this defendant's share in said purchase, if said purchase should ultimately prove a losing one. Said Pickering and said McCrillis further stipulated that they should not be called upon to sign any notes to said Black for the residue of the payments, and this defendant agreed to sign said notes if said purchase was made. Said Pickering and said McGrillis were both willing to risk their proportion of the cash payment, but in the then uncertain state of such property, they refused to involve themselves further in such a speculation. And this defendant was obliged to take that risk upon himself, and agreed so to do, if said purchase was made.

And this defendant further says, that said Paulk immediately communicated the result of his negotiation with said Black to this defendant, and it was by him communicated to said Pickering and said McCrillis, severally. Said Pickering was unwilling and objected to take any further steps in relation to the matter, at the price fixed by said Black; but, after much consultation, he agreed to make the advance of money required, reserving the right to take one quarter of the purchase, if he should after further consideration decide so to do. And it was agreed that this defendant should proceed to Ellsworth, make known his interest to said Black, and close the trade at the price named by said Black, viz., $30,000, as before stated. Accordingly this defendant took the papers, and with said Paulk went to Ellsworth, called on said Black, and stated that he, this defendant, was prepared to purchase said lands at the price aforesaid. And said Paulk at the same time stated to said Black that said defendant had become the owner of all said Miller's and Norton's interest in said contracts, and

requested said Black to sell to this defendant according to his, said Black's, aforesaid proposition to said Paulk, as attorney to said Miller and Norton. Said contracts were then and there exhibited to said Black, and all the assignments thereof originally placed in the hands of said Paulk, and the said Paulk's power of attorney from said Norton and Miller. Said Black then requested said Paulk to execute assignments of said contracts to this defendant, and professed his readiness to enter into a contract with this defendant on the terms agreed on with said Paulk. And said Paulk then stated to said Black that he, said Black, knew the extent of his, said Paulk's, authority, and that he did not act, or profess to act, for any persons but said Norton and Miller, to which said Black replied in substance, that he so understood, and would take the responsibility, as he did not recognise that any person had any rights under those contracts, and considered them forfeited. Said Paulk then executed assignments as requested, and said Black then executed a written contract agreeing to convey said lands to this defendant, on payment of the amount stipulated as aforesaid, viz., $30,000; one fourth on demand, and the residue in one, two, and three years from November 28th, 1844, with interest annually. A copy of said contract is annexed, and marked No. 1.

And this defendant further says, that after said notes had been signed, and after said Black had written and signed said contract, but before the exchange of said papers, said Black observed to this defendant that the trustees for whom he was agent required two names on the notes taken for their lands in all cases. This information took this defendant by surprise, it not having before occurred to him, and he then said to said Black that he, this defendant, would be obliged to go to Bangor to obtain another signature. Said Black replied, that it made no difference who the other was, as he was not particular in such cases, where he merely gave a contract to convey on payment of the purchase money. This defendant then applied to said Paulk, and requested him to sign said notes. Said Paulk was at first unwilling to do so, but this defendant urged him, and promised to pay him liberally, to let Mr. Pickering who, as this defendant knew, was a friend of said Paulk, to say what this defendant ought to pay said Paulk for so signing. Whereupon said Paulk consented to sign, and did sign said notes, and the business was then concluded, and said papers exchanged by said Black and this defendant.

Said Paulk and this defendant then returned to Bangor, and soon afterwards said Paulk applied to this defendant, and became urgent that this defendant should pay him for his services according to the original written agreement, and also for signing said notes. This defendant then stated the matter to said Pickering, and requested him to decide how much should be paid by this defendant to said Paulk in the whole, both for his services as agent, and for signing said notes, and to pay said Paulk such amount, on the credit of securities of this defendant in his hands, as he might decide that said Paulk ought to receive. Said Pickering did accordingly so decide, and settled with

said Paulk, and paid him, as this defendant was afterwards informed, the sum of fifteen hundred dollars. At the time said Pickering so paid said Paulk, he, said Pickering, had not concluded whether or not he would agree to become interested in said purchase. But said Pickering did soon after decide to become interested in said purchase to the amount of one quarter part. Said defendant had previously, viz., on the 30th of November, 1844, assigned to said Pickering three fourths, and to said McCrillis one fourth, of said contract from said Black for security to said Pickering, and to said McCrillis in his own right, on their advancing the money to be paid said Black for the note aforesaid, payable on demand in the proportion aforesaid. Afterwards, and when said Pickering had become interested in said purchase as aforesaid, and on an adjustment between this defendant and said Pickering and McCrillis, said Pickering and McCrillis agreed to bear their proportion of the aforesaid payment to said Paulk, though said McCrillis at first objected and refused so to do. But this defendant insisted that each should bear his proportion of said payment, and it was so finally agreed and settled, viz., this defendant paying one half, and said Pickering and McCrillis one fourth each, according to their several interests in said purchase.

And this defendant avers that, up to the time when said Black called upon this defendant, as before stated, for another promisor on said notes, this defendant had no idea or suspicion that another signature than his own would be requested; knowing that, when said Black merely sold by contract, as was his custom, he did not particularly regard the pecuniary responsibility of the promisee in said contract. This defendant had, at that time, no other bargain or agreement with said Paulk than is expressed in the original assignment of said contracts, viz., that said Paulk should act as this defendant's agent, and be paid a reasonable sum for his services. Said Paulk had at no time any interest whatever in said purchase, or any other connexion with the transaction than is herein before set forth, to the best of this defendant's knowledge and belief. The whole transaction of said Paulk's signing said notes was a matter of accident, arising from the fact that this defendant was called upon, as herein before stated, and from said Paulk's presence at the time. And though the sum so paid said Paulk may seem large, yet when it is considered that this defendant was himself in embarrassed circumstances, and that the payment of said notes would depend on the success of said speculation, and that the amount was $30,000, this defendant believes that the amount so paid was neither unreasonable nor unusual for incurring such a liability.

And as to the letter alleged by said Paulk to said Miller on or about the ninth day of December, 1844, and its contents, and the alleged remission by said Paulk of a sum of money; and as to the alleged letter of said Miller to said Paulk, dated December 12, 1844, and its contents, this defendant knows nothing, and prays that, if material, the same may be proved.

And this defendant admits that he received a letter from said Miller,

post marked December 30, 1844, but without date, which is the only letter which this defendant received from said Miller, appearing to be written in said month of December; and he has no knowledge or recollection of any letter from said Miller, dated December 12, 1844, and can find none such among his papers. A copy of said letter of December 30, 1844, is annexed, and marked No. 2, and is made a part of this answer. But this defendant avers that said Miller has never, in any way, offered to return said sum of $1,050, paid for said contracts as before stated, but still retains the same to his own use.

And this defendant knows nothing of any supposed letters of said Miller to said Black, or of the truth or falsehood of any supposed statements of said Paulk to said Miller or Norton, whether verbal or written; and he prays that, if material, the plaintiffs may be held to exhibit proof thereof.

And this defendant specifically denies that soon after said Ephraim Paulk was employed to negotiate for the holders of said contracts, or at any other time, the said Paulk entered into a corrupt and fraudulent agreement with this defendant, or with any other person, to this defendant's knowledge or belief, to procure from the holders of said contracts an assignment of the same for a trifling or nominal sum, or for any sum, and then to negotiate in the name of said holders with said Black, making him believe that whatever reduction he made below the market value of the said lands would be for the benefit of said holders, and to defraud said holders of so much as the said Black should take less than the fair value of said lands. On the contrary this defendant avers, that he has herein before fully set forth the true state of all the transactions between said Paulk and this defendant, and that said Paulk acted strenuously, and in the most perfect good faith, in the whole matter, and as he believed would be most for the benefit of said Miller and Norton, and in the faithful discharge of his obligations as their attorney; and this defendant further avers, that said Black had full knowledge when he executed his contract with this defendant, as herein before set forth, that this defendant had purchased said Miller's and said Norton's interest in said contracts, and that so far from selling said lands below the market value thereof, the said Black demanded and received from this defendant the full market value, and a high price for the same, and such a price as was considered, by competent judges and disinterested persons, at the time, a price greater than said lands were worth.

And this defendant further, fully, and explicitly denies that, up to the time when he purchased said lands, or received said contract, as is herein before stated, he had any information of the acts and doings of said Paulk, or of his correspondence with said Miller, or said Black, other than is herein before set forth, to the best of this defendant's recollection and belief. And he further denies that he accompanied said Paulk to Ellsworth at any time previous to his final purchase of said contracts, as aforesaid, on the 26th day of November, 1844. But this defendant admits that said Pickering, as this defendant was told, had been once to Ellsworth with said Paulk previous to the negotiation

with this defendant, with a view to see if said lands could be obtained of said Black on terms on which said Pickering would consent to purchase the same, and permit the holders of said contracts to retain an interest therein, he, said Pickering, advancing the cash payments; but this defendant further understood at the time that said Pickering had, after seeing said Black, and learning his terms, declined to make such purchase, or any purchase, of said lands, at a higher price than seventy-five cents per acre.

And this defendant admits that a bargain was closed with said Black for the purchase of said lands, on or about the 28th of said November, 1844, on the terms set forth in said bill, and that said Paulk acted in the negotiation relative thereto, with said Black, as this defendant's agent, in the manner and to the extent herein before set forth, and no otherwise. He further admits that said Paulk, as this defendant has reason to believe, did in his interview with said Black, on the 26th of said November, represent himself as the agent of said Norton and Miller, and profess to be acting for them, in pursuance of his previous agreement with this defendant to that effect; and that said Paulk did, in the presence of said Black, make an assignment of said Norton's and Miller's interest in said contracts, as is herein before set forth. But this defendant denies, as before, that said Black supposed, at the time said assignments were executed, that his sale to this defendant was for the benefit of the holders of said contracts any otherwise than as said Paulk might have agreed with this defendant for said Norton and Miller, or that said Black was told, or had reason to believe, when he executed said contract with this defendant, that any of said holders, except said Norton and Miller, had, or was to have, any interest therein in any way; inasmuch as said Black was expressly told that he, Paulk, acted only for said Norton and Miller, and said Black made no inquiries of stipulations on the subject. And this defendant further admits the interest of said Pickering and McCrillis in said contract, as herein before stated, but denies that said Paulk had any interest therein to any extent whatever, or that said Paulk received for his agency therein any other money, property, or security, than is herein before stated.

And this defendant further specifically admits that it was a part of his design, when making the purchase aforesaid of said Paulk, to obtain the services of said Paulk, ostensibly as agent for said Norton and Miller, to get said lands of said Black at as low a price as possible. Said agreement was a part of the consideration for which this defendant paid said sum of $1,050, and formed one of the inducements of this defendant to purchase what was in itself of no value. This defendant then saw, and now sees, no impropriety or dishonesty in such an arrangement, nor any possible injury that it could do the holders of said contracts, whose object it was to sell the same for the most they could get, and who could not sell the same to any other person for so much as this defendant gave therefor; and who had, as this defendant believes,

neither the will nor the power to render said contracts available to themselves in any other way. But, as before, this defendant denies that he thereby obtained those lands for any less sum than the said Black could have obtained for the same from any other person or persons, or that said Black sold them for less than their full value, or that he believed at the time that said sale was for the benefit of said holders, other than as before stated.

And this defendant, admitting the execution of the assignment of said contracts to him by said Paulk, and his own written promise to said Norton and Miller, dated November 16, 1844, as herein before set forth, and as substantially set forth in the bill, denies that the same were executed between the 18th and 28th of said November, or any other day than said 16th of said November, as they purport to be. And whether the said Paulk had any legal authority to make any such agreement as he did make in relation to his agency for this defendant, which would be binding on said Norton and Miller, this defendant will not undertake to decide; nor does he think it of any consequence, inasmuch as said Paulk faithfully executed said agreement; and this defendant is not aware that, whether said Paulk had such authority or not, any legal or equitable rights or questions remain to be settled between said Miller and Norton and this defendant, arising out of the same. And this defendant does not know whether or not it was understood by the parties that said Paulk should act in relation to said contracts, and in the sale thereof, in behalf of all the parties interested therein, and he prays that, if material, the complainants may be held to prove the same; but this defendant well knows that said Paulk, at the time of executing the assignment, in the presence of said Black, expressly disclaimed any right or intention to act for any person except said Norton and said Miller.

And this defendant does not conceive himself to be, and denies that he is in any sense, the trustee of the complainants, or any of them; or that he is bound to account to them, or any of them, for said two tracts of land; or that said tracts are in law or equity, or in any manner, the property of the complainants, or any of them, by virtue of any and all the transactions herein before set forth. And he further denies that said assignment of said Miller's and Norton's interests in said contracts, by said Paulk to this defendant, was made without authority, or with any intent to defraud said complainants, on the part of said defendant and said Paulk.

And further answering this defendant admits that he, with said McCrillis and said Pickering, carried on lumbering on said lands, during the lumbering seasons of 1844–5 and 1845–6; and in the spring of 1846 the said McCrillis and this defendant purchased of said Pickering all his interest in said contract of said Black, and gave him therefor the sum of twenty-five hundred dollars; and at the same time, and as a part of the same transaction, the said Pickering purchased of said McCrillis and this defendant all their interest in the timber cut on said lands, and on the public lands and lottery rights reserved or excepted

in said Black's contract, in the season of 1845–6; all which timber said Pickering agreed to purchase at a price for the whole amounting to $15,061 67, on said McCrillis and this defendant agreeing to purchase his, the said Pickering's, interest in said township for the sum of $2,500. And this defendant would not have so agreed to purchase said Pickering's interest, at the price aforesaid, except he had been thereto induced by said Pickering's agreement to purchase said timber as aforesaid, which this defendant believed to be a highly advantageous sale of said timber, and which proved, as this defendant believes, a losing price to said Pickering.

And after said purchase of said Pickering's interest in said lands as aforesaid, this defendant and said McCrillis continued to carry on lumbering operations on said lands, and on the aforesaid reserved public lots and lottery rights, the timber on which was purchased by said defendants, during the seasons of 1846–7 and 1847–8; and all said operations from the first were conducted exclusively by this defendant; and he annexes hereunto an account of all said lumbering operations as accurate as he is enabled to state the same, and as minutely as he is able to do, except for the season of 1847–8, which is not yet settled, and for which nothing has been received. This defendant has carried out in said account no sum for his own labor and services in conducting said operations, because no sum was agreed, but he claims to be allowed and paid a reasonable compensation for the same. Said accounts, embracing receipts and expenditures, are hereunto annexed, and marked No. 3.

And this defendant admits the receipt of a letter from said Miller, dated March 20, 1845, a copy of which is annexed, and marked No. 4. This defendant is unable to find any letter from said Miller, dated June 28, 1845, or any other letter than those of which copies are annexed; and he has no recollection of having received any such letter as that set forth in the bill, purporting to be dated June 28, 1845, and he prays that, if material, the complainants may exhibit proof thereof.

And as to the complainants' alleged knowledge, or want of knowledge, of said Pickering's connexion with said purchase, or of any supposed agency of said Pickering therein, or when said knowledge was acquired, or of any alleged letters from said Miller to said Pickering, and their contents; and as to any supposed or alleged ignorance of said complainants as to the interest and connexion of said McCrillis with said purchase, or when said complainants first acquired knowledge thereof, this defendant knows nothing, and prays that, if material, the same may be proved.

And as to the alleged journeys of said Miller and Garrow to Bangor, this def't knows nothing, except that he once saw said Garrow at Bangor after said purchase, and said Garrow claimed that he had rights in relation to said lands, and offered to settle with this defendant, and of said Pickering and McCrillis for the sum of $1500, but this defendant declined to give said Garrow any thing, not considering that he had

any claims whatever upon this defendant; said Garrow did not express any desire to take said lands at the price paid for them by this defendant, or express any intention so to do.

And this defendant admits that he received a letter from one B. F. Hallett, of Boston, the date of which he is unable to recollect, and which said letter he is unable to find, setting forth in substance that the complainants claimed to recover from this defendant payment or a remuneration on account of this defendant's purchase aforesaid. No other notice or application was made to this defendant on account of said complainants prior to the filling of the bill, to the best of this defendant's recollection and belief.

And this def't further says, that if said complainants ever had any claim upon this def't, or any remedy in equity, which he denies, it has become stale from said complainants long delay to prosecute the same, and is barred by lapse of time.

And as to the special interrogatories contained in said bill, which this defendant is specifically requested to answer, this defendant says—

To the 2d and 3d, that the papers inquired of in these interrogatories this def't believes to be in the possession and under the control of said Ephraim Paulk, and that copies thereof are annexed to said Paulk's answer.

To the 4th, that he believes the assignment and agreement between himself and said Paulk as agent for said Miller and Norton is correctly set forth in the bill, under date of Nov. 16, 1844, and that the same was in fact made. This def't annexes a copy thereof, marked No. 5.

To the 5th, that said Miller did not, to the best of this def'ts knowledge and recollection, write to him under date of Dec. 12, 1844.

To the 6th, that this def't has annexed to his answer a copy of a letter from said Miller, dated March 20, 1845, and has no recollection or knowledge of a letter from said Miller under date of June 28, 1845, as stated in the bill.

To the 8th, that said Pickering, McCrillis, and this def't did carry on lumbering operations on said lands as is stated in the body of this answer, and in the accounts annexed; and this defendant refers thereto for answer to this interrogatory, and all matters relating thereto.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith he is charged by said bill; without this, that there is any other matter, cause, or thing in the complainant's bill of complaint contained material or necessary to be answered unto, and not herein and hereby sufficiently answered, traversed and avoided, or denied, is true, to the knowledge or belief of this def't. All which matters and things this def't is willing and ready to aver, maintain, and prove as this honorable court shall direct, and prays to be hence dismissed with his costs.

AMOS DAVIS.

MAINE DISTRICT, *ss.*

November 6, 1848.

Then the above named Amos Davis personally appeared and made oath that he had heard the foregoing answer, by him signed, read, and knows its contents, and that the same is true, according to the best of his knowledge, information, and belief.

Before me, JAMES S. ROWE,
U. S. C. C. Commissioner.

G. F. SHEPLEY and
W. P. FESSENDEN,
Solicitors.

Bond from Black to Davis.

No. 1.

Know all men, that I, John Black, of Ellsworth, agent for the devisees in trust of the estate of William Bingham, esq., late of the city of Philadelphia, deceased, do hereby bind myself, as agent aforesaid, to deliver to Amos Davis, of Bangor, in the county of Penobscot, and State of Maine, his heirs or assigns, a deed in fee, with warranty, against the demands of all persons claiming under the said William Bingham, (meaning to convey to the said Amos Davis the same title which said Bingham derived from the Commonwealth of Massachusetts,) of the following described tract and township of land, in the county of Hancock, and State of Maine, according to a survey by Addison Dodge, surveyor, and containing thirty-one thousand and forty-four acres, more or less, viz., township No. four, north division, in the county of Hancock, containing, exclusive of three public lots of three hundred and twenty acres each, reserved for the use of said township, and seven lottery rights containing twelve hundred and eighty acres, twenty thousand eight hundred acres, more or less.

Also, a certain tract or strip of land, lying north of and adjoining to said township No. four, containing eight thousand and four acres, more or less.

The understanding is, that all taxes apportioned upon said township hereafter, and all expenses of making and repairing roads, shall be paid by the purchasers.

Provided the said Amos Davis, his heirs or assigns, shall pay or cause to be paid to John Black, or order, four notes of hand as at foot, according to their tenor and dates; and on failure of this proviso, this contract to be null and void, according to the will and pleasure of the promisors; and the money paid by the promisees to be forfeited.

Note.	No.	Amount.	When due.	With interest.
	1,	$7,500,	28th November, 1844,	on demand.
	2,	7,500,	" " 1845,	with interest annually.
	3,	7,500,	" " 1846,	
	4,	7,500,	" " 1847,	
Dollars . .		30,000		

JOHN BLACK.

Attest: JAMES GRANT.

Assignment from Davis to Pickering.

Know all men by these presents that I, Amos Davis, within named, in consideration of fifty-six hundred and twenty-five dollars, paid me by George W. Pickering, of Bangor, for myself, my heirs and assigns, hereby assign, sell, set over, and transfer, to said Pickering, his heirs and assigns, all my right, title, and interest in and to three-fourth parts of the within agreement. AMOS DAVIS.

Bangor, November 30th, 1844.

GEO. W. PICKERING.

Assignment to McCrillis.

Know all men by these presents that I, the within named Amos Davis, in consideration of eighteen hundred and seventy-five dollars, paid by William H. McCrillis, of the city of Bangor, I do hereby assign, transfer, and set over, to the said Mc Crillis, one-quarter part of the within contract or agreement, and the right of paying one-quarter part of the within notes, to receive a deed from the within named Black, conveying to said McCrillis one-quarter part of the within land; and if I pay, or cause to be paid, three-quarter parts of the within notes, as they become due, and at their maturity, then, if the said McCrillis shall fail to pay one-quarter part of each note at maturity, then this assignment to be void, otherwise in full force and virtue. The first note, namely, the note payable on demand, has been paid, one-quarter part by said McCrillis, which is the above expressed consideration.

AMOS DAVIS.

Bangor, November 30th, 1844.

Witness—G. W. PICKERING.

No. 2.

Letter from Miller to Davis.

RIVERHEAD, LONG ISLAND, N. Y.

N. DAVIS, esq.

SIR: From the best information I have been able to obtain I regard the means by which you obtained an assignment of the bonds for town-

ship No. 4, Bingham's Purchase, in Hancock county, Maine, fraudulent, and the transaction will not be ratified by the holders of the bonds, and you will be held responsible for the damages.

Respectfully, yours,

GEORGE MILLER.

No. 3.

Account of operations.

Dr. Amos Davis and als., defendants in equity, in account with operations in winter of 1844–'45.

Received for stumpage on logs cut by the following persons:

By William H. Smith, 729,676 feet.
By Stinson & Kennell, 361,064 feet.
By Wm. P. Wingate, 214,199 feet.

1,304,939 feet.

Whole amount of stumpage received, $5,094 29.

Cr.

Deduct amount paid county commissioners for logs included in above and cut on public lots	325.00	
Griffin, for scaling	272.00	
Thomas Hatch	20.00	
Repairs of Nickaton's dam	80.00	
		697.00

Commissions and services, granting permits, superintending operations, and collecting stumpage for operations of 1844 and 1845.

Operations of 1845–46.

Dr.

Logs cut on shares.		
By whom cut.		
John Morrison	1,429,369	
Our share of which is		671,803
Gullifer & Gilman	1,892,114	
Our share		828,298
Silas Staples	204,158	
Our share		95,954
Proprietors' share of lumber cut on shares in winter of 1845–'46	1,596,055	
Received of G. W. Pickering for the above		$15,061 67

CR.

Deduct for logs cut on public lots, and paid for to other persons, as follows:

168,165 feet, a $8 per M, - - -	1,348 32	
Paid for logs cut on lottery lots - -	118 00	
" bills for boomage - - -	582 56	
" Gullifer & Gilman for the Dam Co. -	500 00	
		2,545 88
Commissions and services for one year superintending operations and making sales - -		

Operations of winter of 1846–7.

DR.

Received for logs cut by			
John Morrison,	722,760 feet -	- 3,187 36	
Samuel Estes,	325,497 " -	- 1,004 14	
Gullifer & Gilman,	569,342 " -	- 2,134 61	
J. & G. M. Porter,	1,065,245 " -	- 3,466 00	

CR.

Deduct the amounts paid for expenses, boomage, repairs of dams, &c., not yet ascertained, by estimate, - - - - -	1,300 00	
Commissions and services superintending operations of winter of 1846–7, say - -		

Statement of operations on township No. ——, for winter of 1847–8.

There have been cut on said lands the following quantities of lumber by the following persons:

	No. of feet, board measure.
By Samuel Estes, under permits, he to pay stumpage at the rate of $3 per M, not yet settled, - - -	489,262
By J. & G. M. Porter, at the rates of $3 and $2 50 per M, payable August 1, 1849, - - - -	823,330
By Silas Staples, cut upon shares, we to receive 42-100 parts of all logs above the boom, logs not yet divided or sold. Whole amount cut by him - - -	841,725
By Gardiner & Longfellow, cut under permit, they to pay us $3 per M, payable July 1st, 1849. Whole amount cut - - - - - - - -	420,235
No. of feet, board measure, cut on the lands in winter of 1847–8 - - - - - - -	2,574,552

No. 4.

Letter from Miller to Davis.

RIVERHEAD, LONG ISLAND, N. Y.,
March 20, 1845.

A. DAVIS, esq.

SIR: By a letter last December I signified to you my dissatisfaction at the manner in which Mr. Paulk had transferred the interests of some of the holders of the bonds, for township No. 4, Bingham purchase, in Hancock county, by means of which you have acquired a bond for the township of Col. Black. I have repeatedly solicited of Mr. Paulk, and he has promised me, a detailed statement of his negotiations in regard to that business, but I have never received it; and circumstances seem to have put it out of my power to visit Bangor to investigate the matter myself. I am therefore unable to detail, so fully as I could wish, the grounds of our claims upon the township. But the holders of the original bonds for the township will insist that you hold it for their benefit, subject only to the advances you may have made, or that you pay us the difference between $1 50 per acre and the price at which it was bonded to you.

In due time we shall take measures to enforce our claims, if they are not fairly adjusted.

Respectfully, yours,
GEORGE MILLER.

No. 5.

Assignment from Paulk to Davis.

Know all men by these presents that we, Heman Norton, of the city, county, and State of New York, and George Miller, of Riverhead, county of Suffolk, and State of New York, in consideration of one dollar, to us in hand paid by Amos Davis, of the city of Bangor, in the county of Penobscot, and other good considerations, according to the obligation given to us by said Davis and others, dated November sixteenth, A. D. 1844, have assigned, sold, and conveyed, and do hereby sell, assign, and convey, unto the said Davis, all the right, title, and interest, which we hold as assignees, or trustees, or otherwise, in and to two certain contracts or bonds made by John Black, esq., agent for the heirs of the late William Bingham, for the conveyance of township number four, Bingham Penobscot purchase, in Hancock county, and the strip north of the same; which bond was given to Charles Ramsdell, of Bangor, and by subsequent assignments transferred and assigned to us. And we do hereby authorize the said Davis to surrender said bond to said John Black, esq., and all claim we have in and to the same, and to receive a deed, or other conveyance of the same, on the terms made, or to be made, in the final settlement with said John Black, esq., of all of our claims, equitable or otherwise, by

virtue of said bond, or any moneys he may have paid on the same. And when said Davis may receive said deed, or other conveyance, said bond is to be surrendered in conformity with said settlement of all our claims, equitable or otherwise.

In witness whereof, the said Heman Norton and George Miller have hereunto set their hands and seals, this sixteenth day of November, A. D. 1844.

HEMAN NORTON, [SEAL.]
GEORGE MILLER, [SEAL.]
By their attorney, EPHRAIM PAULK. [SEAL.]

Assignment from Paulk to Davis.

Know all men by these presents, that we, Heman Norton, of the city, county, and State of New York, and George Miller, of Riverhead, county of New York and State of New York, in consideration of one thousand and fifty dollars, to us in hand paid by Amos Davis, of Bangor, have assigned and sold to said Davis all our right, title, and interest, which we have or hold as assignee, trustee, or otherwise, in and to two bonds made by John Black, agent for heirs of late William Bingham, for conveyance of township No. 4, Bingham Penobscot purchase, in Hancock county, and the strip north of same, to Charles Ramsdell, of Bangor; and by subsequent assignments, assigned to us, we do hereby agree to make a further assignment and conveyance of our right, title, and interest in said bonds, on the face of said bonds, as said Davis may direct or demand. We also agree that said Davis may have the benefit of all our communication with Col. Black, as regards the price of said land, and continue the negotiation with Col. Black, through our authorized agent, for said Davis' benefit. Said Davis paying said agent for what he may do hereafter, and ourselves not being in any way liable for his acts while negotiating for said Davis.

Witness our hands and seals this sixteenth day of November, 1844.

HEMAN NORTON, [SEAL.]
GEORGE MILLER, [SEAL.]
By their authorized agent, EPHRAIM PAULK. [SEAL.]

And said cause is again continued to April term, in the year of our Lord one thousand eight hundred and forty-nine ; and on the fifteenth day of May thereafter, the complainants file two amendments to said bill; and, on the eighteenth day of June thereafter, a motion for leave to file a supplemental bill, which is overruled.

And said cause is again continued to September term of the same year ; and on the seventeenth day of October, it is ordered that the first amendment, filed as aforesaid, be not allowed, but that the second be allowed on payment of costs, in the taxation of which the complainants are to be heard.

1445

Amendment to bill.

The following is the amendment allowed:

U. S. circuit court, first circuit and district of Maine.

JOHN GARROW and als.
vs.
AMOS DAVIS and als.

Second amendment.

Insert after the paragraph in the bill which sets forth the interest of the complainant, John Garrow, as follows, to wit:

"That the said John Garrow, being on the 16th day of August, 1842, a citizen of the State of Michigan, on that day filed his petition in the district court of the United States, for the district of Michigan, praying that he might be declared a bankrupt according to the provisions of the act of Congress, entitled "an act to establish a uniform system of bankruptcy throughout the United States," approved August 19, 1841; and such proceedings were had upon the said petition, in the said district court, that the said John Garrow was afterwards, to wit, on the third day of October, 1842, by the said court, duly declared a bankrupt, and one Eurotas P. Hastings was thereupon duly appointed by the said court assignee of the estate of the said John Garrow, by means whereof all the property and interest of the said John Garrow, in and to the said lands and two contracts for the purchase thereof, became vested in the said Eurotas P. Hastings. That afterwards, and on or about the 26th day of November, 1842, the said Eurotas P. Hastings, by deed bearing date the day and year last aforesaid, for the consideration of twenty-five dollars, granted, bargained, and sold, unto the said John Garrow, all the right, title, and interest which the said John Garrow had in and to the said lands and two contracts for the purchase thereof, at the time he was declared and decreed a bankrupt by the said district court, as aforesaid, as by the said deed when produced will more fully appear, and to which your orators pray leave to refer."

General replication.

And on the twenty-eighth day of January, in the year eighteen hundred and fifty, the complainants file the following general replication.

U. S. circuit court, district of Maine:

JOHN GARROW and als.
vs.
AMOS DAVIS and als.

The replication of John Garrow, Thomas Y. How, junr., James Seymour, and George Miller, complainants to the separate answers of Amos Davis, George W. Pickering, William McCrillis, and Ephraim Paulk, defendants.

These repliants, saving and reserving to themselves all and all man-

ner of advantage of exception to the manifold insufficiencies of the said several answers, for replication thereunto say, that they will aver and prove their said bill to be true, certain, and sufficient in law to be answered unto, and that the said answers of the said defendants are, and each of them is, uncertain, untrue, and insufficient to be replied unto by these repliants; without this, that any other matter or thing whatsoever, in the said answers or either of them contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are, and will be, ready to aver and prove, as this honorable court shall direct, and humbly pray, as in and by their said bill they have already prayed.

FESSENDEN & DEBLOIS,
Plaintiffs' Solicitors.

And said cause is again continued to April term the next ensuing, when the time for taking the testimony therein is enlarged to the first of August thereafter. And on the second day of September, of the same year, publication of said testimony was ordered forthwith, and the following depositions taken by* commissioners, duly appointed for that purpose, are thereupon opened and filed, viz:

Plaintiffs' direct interrogatories to Dwinal, Roberts, John and George A. Black.

Interrogatories to be administered to Rufus Dwinal and Amos M. Roberts, both of the city of Bangor, and John Black and George A. Black, both of Ellsworth, in the State of Maine.

Witnesses to be produced, sworn, and examined in a suit pending in the circuit court of the United States, for the district of Maine, wherein John Garrow, Thomas Y. How, jr., James Seymour, and George Miller, are plaintiffs, and Amos Davis, George W. Pickering, William McCrillis, and Ephraim Paulk, are defendants, by virtue of the commission hereto annexed.

The commissioner will put the first nine interrogatories and the twenty-second interrogatory to Rufus Dwinal.

The first, ninth, and twenty-second to Amos M. Roberts.

The first, tenth, and twenty-second to George A. Black.

The first, and all after the tenth, to John Black.

1. Interrogatory. Do you know the parties, plaintiffs and defendants, in the title to these interrogatories named, or any or either, and which of them, and how long have you known them respectively?

2. Did you, in the summer or fall of 1844, make any application, personally or otherwise, to Col. John Black for the purchase of township No. 4, Bingham Purchase, Hancock county, and a strip of land lying north of and adjoining the said township; if yea, did Col. Black enter into a negotiation with you, or your agent, for the sale of the

*The printing of the commissions, and the clerk's memorandums of filing the interrogatories and cross interrogatories, is by consent of counsel omitted.

said lands; and if he declined any negotiation for the sale of such lands, state the reason why he declined?

3. Did you, in the summer or fall of 1844, request George A. Black to make application to Col. Black for the purchase of the lands mentioned in the second interrogatory?

4. Did you, in the fall of 1844, have any negotiations with Ephraim Paulk, for the purchase of certain contracts or bonds for the sale of the said lands from John Black to Charles Ramsdell, and then held by the plaintiffs in this suit; if yea, please state the nature and extent of such negotiations, and whether you offered him any, and what, sum of money for said contracts.

5. Did Mr. Paulk, at any time after you had made him an offer for said bonds, say or intimate to you that some other person had offered more for the bonds than you had, and did he say anything about your offering a larger sum, and did you offer him a larger sum; if not, why did you not make a further offer?

6. Did you break off the negotiation with Mr. Paulk; if yea, for what reason did you break off; was it because you at the time supposed you could not make a favorable purchase of the lands of Col. Black if you had the said contracts; if not, was it for any other or what reason?

7. Did you, at any time during the fall of 1844, suppose you would be unable to make a favorable purchase of the said lands if the said contracts should be assigned to you; and did you make any request to Mr. Paulk that he would permit you to bid for the contracts against any other persons that wanted to purchase them?

8. Did you, at any time during your negotiations with Mr. Paulk, tell him that if you did not purchase the lands before mentioned, you wanted to purchase one of the East Branch townships, or that you was negotiating for, or wanted to purchase, any other township or timber lands if you did not get said township No. 4.

9. What were the pecuniary circumstances of Ephraim Paulk in the fall of 1844; was he, and if so, to what extent, insolvent and unable to pay his debts?

10. Did you, in the summer or fall of 1844, at the request and in behalf of Rufus Dwinal, apply to Col. John Black for the purchase of the lands mentioned in the second interrogatory; if yea, please state whether Col. Black consented or refused to enter into a negotiation for the sale of the said township to Mr. Dwinal, and if he refused, state the reason of such refusal.

11. Please state the amount of moneys that were paid to you upon the two contracts or bonds from you to Charles Ramsdell for the sale of township No. 4, in Bingham Purchase, Hancock county, and the strip of land adjoining the said township on the north; and state the several times when, and the persons from whom, such moneys were received, and state the several amounts of money you received and credited on the said contracts for stumpage, and the several times when they were so credited; and please say whether Charles Ramsdell ever

paid any money on the said contracts after payment of the notes given upon such contracts that were payable in sixty days.

12. Were any applications made to you in the summer of 1844 for the purchase of the lands mentioned in the tenth interrogatory; if yea, how many; and did you enter into negotiations with any of such applicants for the sale of said lands, or decline to do it? And if you refused to do it, please to state the reason of such refusal.

13. Did you ever enter into any agreement, verbal or written, with Amos Davis and Abraham Colby, either or both of them, that you would get the said lands explored, and then, that they, or either of them, should have such lands at a price to be named by you; and that if they did not agree with you as to price, it should be left to Mr. Coburn, of Bloomfield, to fix the price; or did you ever make any agreement with said Davis and Colby of like purport or effect?

14. Had there been, previous to November, 1844, any agreement or understanding between you and Amos Davis and Abraham Colby, or either of them, by which you *was* bound in any manner to sell them the said lands in preference to any other person who applied for them?

15. Was the price at which you agreed with Ephraim Paulk to sell the said lands, viz., $30,000, any less than you would have taken for the lands if you had been selling to a stranger, without regard to the interests of the persons holding the outstanding contracts which you had before given for said lands?

16. What were the inducements that led you to agree with Mr. Paulk for a less sum than you would have taken of a stranger for said lands?

17. Was it your understanding that Heman Norton and George Miller were the only persons to be benefitted by the negotiations of Mr. Paulk with you, or did you expect such negotiations were for the benefit of all the persons claiming an interest in the said outstanding contracts?

18. Had you, before November, 1844, entered into a contract with Amos Davis for the sale of land to him, to any and about what amount, by which he gave you notes payable at a future day, and you agreed to convey the land on payment of the notes; if yea, did you require one or more signatures to such notes?

19. Was it for greater security that you required more than one signature to such notes; or was it for any other or what reason?

20. What was the value of said township No. 4 and strip of land adjoining, in the fall of 1844, and what price could you have obtained for them, if you had sold them without regard to the interests of the parties holding the outstanding contracts?

21. Was it your expectation at the time you made the said contracts for the sale of the said lands with Charles Ramsdell, in February, 1835, that he would sell and assign such contracts, in order to acquire the means to make the first payment which became due in 60 days?

22. If you know any thing further favorable to the plaintiffs in this cause, please state the same as fully as if specially interrogated.

Defendants' cross interrogatories to Dwinal.

Circuit court of the United States, Maine district.

JOHN GARROW and als.
vs.
AMOS DAVIS and als.

In chancery.

Cross interrogatories to be proposed to Rufus Dwinal, a witness to be produced, sworn, and examined on behalf of said complainants.

1st cross interrogatory. State whether the offer made by you to said Paulk, for an assignment of the said Ramsdell contracts, (if any,) was not coupled with a condition that said two tracts of land should be obtained of said Black at one dollar per acre.

2d cross interrogatory. Did not said Paulk represent to you that, if you took an assignment of said contracts, you would be able to obtain said lands at a much lower price than you otherwise could; and was not that the inducement of your offer? And, had Paulk intimated to you that your offer was accepted, would you not then have required him to allow you, before you paid over the money offered, to ascertain from Col. Black whether his (Paulk's) representations were true, and the terms on which said lands could be bought?

3d cross interrogatory. What was the value of those lands in November, 1844? Did not the defendant, Davis, in your opinion, pay for them as much as they were worth, when he bought them for thirty thousand dollars?

4th cross interrogatory. Please state how long you have resided in Bangor; how long and how extensively you have been engaged in lumber operations; for how long a time, and to what extent you have been an owner of timber lands.

5th cross interrogatory. Have not timber lands advanced very much in price since November, 1844? Were there not, at that time, upon the Penobscot river, and its tributaries, more than five hundred thousand acres of land for sale, which, in your opinion, could have been bought on terms as favorable to the purchaser as were the terms on which these two tracts were purchased by Davis?

6th cross interrogatory. Do you know Samuel G. Oakes? How long has he been in your employ? Have you confidence in his integrity and skill as an explorer of timber lands?

7th cross interrogatory. Did said Oakes explore these two tracts (No. 4, and the strip north of it,) for you in 1844? If yea, please annex his report, or a copy of it. How much pine timber did he estimate on these two tracts? Did any other person explore these two tracts? If yea, who; and what was his or their report?

8th cross interrogatory. Please state the principal risks and hazards in the ordinary purchases of timber townships.

9th cross interrogatory. Will not two or three winters' large opera-

tions upon a timber township generally determine the character of the purchase, whether it be a good investment or not?

9th cross interrogatory. If you know or can state any thing further favorable to the defendants in this cause, please state the same as fully as if specially interrogated thereto.

W. P. FESSENDEN and
GEORGE F. SHEPLEY,
Solicitors for defendants.

Defendants' cross interrogatories to Roberts.

U. S. circuit court, Maine district, ss.

JOHN GARROW and als.
vs.
AMOS DAVIS and als.
} In chancery.

Cross interrogatories to be propounded to Amos M. Roberts, a witness to be produced, sworn, and examined in behalf of said complainants.

1st cross interrogatory. For how long a time have you been a resident of Penobscot county, and engaged in the lumber business? For what length of time, and to what extent, have you been a purchaser and owner of timber lands? How many tracts have you been interested in?

2d cross interrogatory. Please state whether it is possible to ascertain, with precision, the quantity and quality of the timber upon any township, without cutting it off; whether the best explorers are not often mistaken in their estimates; whether the results of operations do not usually vary, and very materially, from the calculations carefully made, upon the best information which could be obtained; whether timber estimated as sound does not often prove to be rotten, concussy, infected with black knots, or on other accounts less valuable than it appeared to be when standing; whether the business of cutting, hauling, and driving logs is not one of an extremely hazardous nature; whether the danger of fire on timber lands is not great, and one which cannot be insured against; and whether, generally, an investment in timber lands is not one extremely uncertain and hazardous. Please state fully.

3d cross interrogatory. How much advance upon the purchase money should a fortunate purchaser of timber lands obtain from a township, in order to compensate him for the uncertainty and hazard of the investment? What is the general view entertained upon this subject by those who buy and sell, and operate upon, timber lands?

4th cross interrogatory. Have not timber lands advanced very much in price since November, 1844, and how much? Were there not large quantities of timber lands on the Penobscot waters which could have been purchased at that time for prices which would now be regarded as extremely low?

5th cross interrogatory. If in answer to direct interrogatory 9th you have stated that said Paulk was, in the fall of 1844, insolvent, please state whether he had before that time been engaged in mercantile business and failed; whether he was not again at that time engaged in business, and what kind; whether he has not since compromised with his creditors; and whether he is not now engaged extensively in business, and in good credit.

W. P. FESSENDEN and
G. F. SHEPLEY,
Solicitors for defendants.

U. S. CIRCUIT COURT, *Maine district.*

JOHN GARROW and als.
vs.
AMOS DAVIS and als.
} In chancery.

Defendants' cross interrogatories to J. Black.

Cross interrogatories to be administered to John Black, a witness to be produced, sworn, and examined on behalf of the complainants:

1st cross interrogatory. Did you make the bonds or contracts referred to in interrogatory 11th, under "the expectation that the said Charles Ramsdell would sell the said lands for an advanced price and assign the said contracts and thereby acquired the means for making the first payment; or did you regard said Ramsdell as an actual, bona fide purchaser?

2d cross interrogatory. Was it not your custom to take short notes for the first payment for lands sold by you? How at that time stood the credit of David Webster and Daniel Burnham, who, with Ramsdell, signed the notes given for these lands? Were they not reputed to be rich? How did you regard them? Please state fully.

3d cross interrogatory. Has any claim ever been made upon you in relation to said lands, on account of any alleged fraud or misrepresentation in the sale of said contracts by said Ramsdell? If so when, by whom, and to what effect; and what was your answer thereto?

4th cross interrogatory. Had not Ramsdell and his assignees forfeited all claims to the lands under said contracts, prior to November, 1844, by neglect to make the requisite payments? Had you not declared them so forfeited? Did you at that time consider that the holders of said contracts had any claims, legal or equitable, arising under said contracts, or growing out of any transaction connected therewith, upon you or your principals? Did you intend to make any allowance, in any way, to said holders in compromise for, or on account of, such claims, or on any other account? If yea, please state fully the nature and extent of such claims.

5th cross interrogatory. How long have you had the agency of the Bingham lands? Is it not, and has it not heretofore been your cus-

tom, upon making sales of land, to give contracts or bonds for deeds, as in the case of said sale to Ramsdell? Has it not often happened that the holders of such contracts have forfeited their rights to deeds, by neglect to make the requisite payments? Have you not often resold such lands? Is it not your rule, before making a new sale, and giving a new contract or bond, to obtain possession of the former one; and have it cancelled? Please state fully on this subject. Had you any motive in requiring these Ramsdell contracts to be given up, before making a new sale, except the desire to comply with this rule? Did you not consider these contracts to be valueless? Did you not look upon them as notes which had been paid? If not so, please state what value and validity you considered them to have?

6th cross interrogatory. Have not many such bonds or contracts been thus forfeited after part payment of the purchase? Have you not offered such lands again for sale at lower prices. Is it not your custom, in such cases, to offer the lands, in the first instance, to the holders of the former bonds, and to give them the preference if they will pay as much for the lands as any one else? Is not that what you mean, when you say you will give the holders of the former bonds the preference?

7th cross interrogatory. Did this case differ from others in this respect? If yea, how? Did you intend to give the holders of these contracts any different preference? If yea, on what account, and to what extent?

8th cross interrogatory. Would you have paid any sum of money to the holders of these Ramsdell contracts in order to get possession of them? If yea, what sum, and why?

9th cross interrogatory. Did you not, at the sale of these two tracts of land, in November, 1844, get for them as much as you then believed they would bring in the market? Did you not sell them for the best price you could then obtain? Should you have sold them for thirty thousand dollars, if any one had offered you more? If any, please state how much better price you could have obtained, and from whom you could have obtained it. State fully every offer you had, and from whom, and when made. Was not the price obtained one for which you were willing to sell, without any reference to any claims on the part of the holders of the former contracts? Would you not have sold at that price to said Davis, if said contracts had been given up to you before by the holders? Did you make any discount in such sale, from the price you believed said lands would then fetch in the market, in order to get up the former contracts, or on any other account? If yea, please state the precise amount of such discount, and why it was made.

10th cross interrogatory. Did not said Paulk, some time prior to said last mentioned sale, exhibit to you the said Ramsdell contracts, and all the assignments of them, and his powers of attorney, and leave them with you for your inspection; did you not examine them and ascertain, to your satisfaction, who were the last assignees of said contracts, and

the proportions in which they severally claimed? Please examine the paper hereto annexed, marked "F,"* purporting to be an original letter from you to Paulk, of the date of November 6, 1844, and state whether it was written by you, and refresh your recollection by it as to the facts inquired about. Did not George W. Pickering, of Bangor, accompany said Paulk in his visit to you referred to in this interrogatory?

11th cross interrogatory. Did not said Paulk, at your house, on the day of said last mentioned sale, at the time you made the contract or bond to convey to said Davis, notify you that he had assigned said Ramsdell contracts to said Davis, so far as he was authorized to do; and did you not request him to make such assignment on the backs of the contracts? Did he not then say to you, that he "had no authority, except from said Miller and said Norton, as you must be aware from having examined the papers;" and did you not reply that you knew that; that the assignment was a mere matter of form, as the contracts had long been forfeited, and you acknowledged no claim under them, and that you were ready to close the matter? Is not this, in substance, correct, and was not that the view you then took of the matter; if not so, then how otherwise? Will you please annex to your answer a copy of Paulk's assignments of said contracts made then at your request; did you inquire what amount Davis paid for said assignment, and who was to receive the money so paid, and in what proportions? If yea, state all that was said on the subject.

12th cross interrogatory. Did you not at the first, or one of the earlier interviews which said Paulk, as agent of said Norton and Miller, had with you, in relation to this matter, inform him that you should sell said lands, if you had an opportunity, to any person who desired to purchase, unless said Miller & Co. concluded to purchase, or made some arrangement about them in a short time, or to that effect substantially?

13th cross interrogatory. Did you receive a letter from said Paulk, dated November 27th, 1844? If yea, please annex the same, or a copy thereof. On perusal of this letter, do you not recollect that the said Paulk had an interview with you on the day preceding the day of its date; was he not at your house, with said Davis, on the day appointed in said letter; were not the papers made out under your direction on the 28th of said November, (please examine your files,) and executed on the 29th?

14th cross interrogatory. Please state whether, in the interview between you and said Paulk, on November 26th, referred to in the last preceding interrogatory, he made you an offer of one dollar per acre for said lands, stating that that was the highest offer he was authorized to make; whether you did not, after much negotiation, recede from your original price of $1 50 per acre, and offer to sell the whole for the gross sum of $30,000; whether that was not the first time you had varied

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* For paper marked "F," see page 55.

from your original offer of $1 50 per acre; and whether you, at any time, offered to said Paulk to reduce your price to one dollar per acre; did not said Paulk, upon your offering to take thirty thousand dollars, say that he would consider of it, and write you?

15th cross interrogatory. Did you receive a letter from said Paulk, dated November 11th, 1844; if yea, will you annex the original, or a copy thereof? Please examine the annexed paper, marked "I,"* purporting to be your answer to such letter from Paulk, and state whether it be genuine. Did you receive a letter from said Paulk, dated November 18, 1844? If yea, please annex the same, or a copy of it. Please examine the annexed paper, marked "N,"† purporting to be your answer to said letter, and state if it be genuine.

16th cross interrogatory. Having refreshed your recollection by examining the letters referred to in the last interrogatory, please state whether your letter of November 13th was not sent by private hand, instead of by the post; whether said Paulk did not visit you on Friday, November 15th, and inform you that he had received your letter that morning; did he not then urge you to lower your price to $1 00 per acre, and to state the lowest price you would take; and did you not refuse to name $1 00, and decline to make any specific offer other than you had before made; and did you not request him to make an offer according to the suggestion in your letter of November 13th; did he not refuse to make one then, and leave with the promise that he would answer your letter on his return to Bangor, and is not his letter of November 18th such answer? Please state your recollections on this subject fully, and whether or not there was an interview between you and said Paulk between said November 13 and said November 26, (which last was the time when you named the price of $30,000;) and whether the foregoing is not a substantially correct statement of what passed at such interview.

17th cross interrogatory. Will you please examine all the other letters annexed hereto, purporting to be originals from you to Ephraim Paulk, and say whether they were written by you; and refresh your recollection by them, as to the facts inquired about.

18th cross interrogatory. How much timber was taken off these two tracts by the holders of the Ramsdell contracts, or persons operating under them; and when; and how much stumpage was paid you by them, or persons operating under them on that account; did you take possession of said timber in order to secure the stumpage; and when; and who paid you the stumpage; was not that the last operation had upon these lands, under the authority of the holders of said contracts; when was the last payment made to you by them, or any person who had cut timber there under their authority?

19th cross interrogatory. Will you please examine the copy of a letter from you to said Miller, dated July 22, 1844, hereto annexed,

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*For paper marked "I," see page 57.
†For paper marked "N," see page 59.

marked "A,"* and say whether, when you wrote said letter, you had any intimation of a wish, or intention, on the part of the assignees of said contracts, to purchase said lands; and whether, in point of fact, any of them had pretended to any legal claim upon you for six years prior to said date; and if any, what; and whether or not this letter was written merely for the purpose of obtaining said contracts, in compliance with your rule, before selling to others; who were the persons from whom you had received the applications spoken of in said letter; was not one of said applications from Amos Davis and Abraham Colby; do you recollect any other persons who made such applications; if so, who?

20th cross interrogatory. Has any payment been made on Ramsdell's proportion of the four notes given for said original contracts, at 1, 2, 3, and 4 years, except such sums as have been received for stumpage from said lands; if so, how much, and when? Please state particularly.

21st cross interrogatory. If, in answer to direct interrogatory 18, you have stated that you had ever entered into a contract with Amos Davis for the sale of lands, &c., prior to November, 1844, please state whether or not the only contract of that kind you ever made with said Davis was not one made with him and Benjamin Underwood, in or about the year 1833, for township No. 3, and the west half of No. 32; and whether the notes, given to you under such contract, were signed by any one save said Davis and Underwood, the purchasers? If there were any other contract, please state to what lands it had relation, who were the parties to the contract, and who signed the notes.

22d cross interrogatory. Did you not at the time of this sale, in November, 1844, state to said Davis, for the first time, that your invariable rule in such cases was to require two names upon the note; and upon his stating that, in that case, he would be obliged to go to Bangor to obtain another signature, did you not further say to him that it would make no difference who the other was, that you were not particular in such cases, where you merely gave a contract to convey on the payment of the purchase money; did he not thereupon apply to said Paulk, and was there not some delay and negotiation before said Paulk consented to sign with him; was not this substantially what then took place upon this subject? If not, state particularly what did take place.

23d cross interrogatory. How long has Addison Dodge been in your employ as surveyor and explorer; have you confidence in his integrity and skill as an explorer; has he explored township No. 4, and the strip adjoining, under your direction, and when; have you ever sent any other person to explore said lands for you; have you ever made a personal exploration of it?

24th cross interrogatory. Please state whether or not Courtland Starr requested you, in the year 1838, or at any other time, to convey said tracts of land to the then holders of the Ramsdell contracts, without any regard to the fact that they had not complied with the conditions,

* For paper marked "A," see page 11.

upon which they had received assignments of the same, upon their paying you the amount due for the land upon the original contract; and whether you did not assent to such proposition, for the reason that all legal claims to conveyances, under said contracts, had been forfeited, and you had a right to convey to any one.

25th cross interrogatory. Please state whether or not the said Starr afterwards, in the year 1839, or at some other and what time, requested you to convey to the then holders of said contracts a part of said land, and what part, at some price, and what, in consideration of the purchase money which you had received; and whether you did not refuse, for the reason that you had no authority to comply with said request.

26th cross interrogatory. Did Heman Norton obtain your consent to cut the lumber he did cut from No. 4, in the winter of 1836–'7? Is it your practice to give consent in such cases, and has it not been your practice, where lumber has been cut in such cases, without your consent, to require stumpage only to be paid where such cutting has been done in good faith towards you and your principals? Please state your habit of dealing in such cases.

27th cross interrogatory. Please state your age.

W. P. FESSENDEN and
GEO. F. SHEPLEY,
Solicitors for the Defend'ts.

Defendants' cross interrogatories to Geo. N. Black.

U. S. CIRCUIT COURT, *Maine district.*

JOHN GARROW and als.
vs.
AMOS DAVIS and als.
} In chancery.

Cross interrogtories to be administered to George N. Black, (styled George A. Black in plaintiffs' direct interrogatories,) a witness to be produced, sworn, and examined on behalf of said complainants.

1st cross interrogatory. Please state your age and relationship to Col. John Black, of Ellsworth, and occupation; whether or not you have been associated with and aided your father in the management of the Bingham lands, and if so, how long; whether you have been engaged in operations on timber lands, and if so, for how long and how extensively?

2d cross interrogatory. Did not your father say to you, on your application to him, on behalf of Dwinal, referred to in direct interrogatory 10th, in substance this, namely, that he wanted the old bonds or contracts to be given up to him before he made a new one; but that he should not wait much longer, but should sell the land whether they were given up or not; did you communicate what he said to said Dwinal?

3d cross interrogatory. What knowledge or information had you, prior to November, 1844, in relation to said township No. 4, and the

strip north of it; had you, prior to that time, put teams upon said tracts; if yea, at what time or times, and with what results, favorable or otherwise? Please state fully.

4th cross interrogatory. If you have stated that you derived any of your information, relative to said tracts, from Addison Dodge, please state his experience as an explorer, and how much reliance you place upon his reports.

5th cross interrogatory. What was your opinion, in the fall of 1844, as to the value of said two tracts; would you have paid thirty thousand dollars for them?

W. P. FESSENDEN and
G. F. SHEPLEY,
Solicitors for Defendants.

Answer of Dwinal to plaintiffs' interrogatory.

Answers of Rufus Dwinal to the interrogatories and cross interrogatories in the case of—

JOHN GARROW and others
vs.
AMOS DAVIS and others. } In chancery.

Answer to the first interrogatory. I knew George Miller, one of the plaintiffs, about three years, or perhaps a little longer. I have known George W. Pickering and Amos Davis more than twenty years; William H. McCrillis and Ephraim Paulk fourteen or fifteen years.

Answer to the second interrogatory. I did apply (through George N. Black) to Col. John Black for the purchase of township number four, and the strip lying north of the same; and the said John Black declined negotiating with me, as I understood from his son, George N. Black, upon the ground that there was an outstanding bond in the hands of George Miller and others, which he wished to get up before making sale.

Answer to the third interrogatory. I have already answered this in my answer to the second interrogatory.

Answer to the fourth interrogatory. I did attempt to negotiate for the bond referred to, and offered Mr. Paulk one thousand dollars.

Answer to the fifth interrogatory. Mr. Paulk did not offer me the bond after I made the offer referred to above, nor did he intimate that any one had offered more for the bond than I had, nor did I offer any more. I declined making further offers, presuming he (Paulk) was negotiating with other parties to whom he would give a preference for the bond, in case they offered as much as I did.

Answer to the sixth interrogatory. I hoped to make a favorable bargain with Col. Black, provided I could get an assignment of the bond referred to, and proposed to Mr. Paulk to put the bond at auction, and let the parties wishing to purchase bid upon it, to which he made no answer.

Answer to the seventh interrogatory. I did say to Mr. Paulk that if I did not purchase No. 4, that I wished to purchase elsewhere, and whether I mentioned the East Branch Penobscot river lands I do not recollect.

Answer to the ninth interrogatory. I considered Ephraim Paulk insolvent in the year A. D. 1844, but to what extent I had not the means of knowing.

Answer to the twenty-second interrogatory. I know nothing further than I have stated.

Dwinal's answers to defendants' cross interrogatories.

Answer to the first cross interrogatory. I cannot state positively whether there was or was not a condition annexed to the offer of one thousand dollars.

Answer to the second cross interrogatory. I do not recollect with sufficient clearness to answer this question.

Answer to the third cross interrogatory. I think the sum paid by Davis was about a fair price.

Answer to the fourth cross interrogatory. I have resided in Bangor twenty-four years, have been engaged in lumbering operations for more than twenty years, and at times pretty extensively; have been an owner of timber lands for more than twenty years, and to the amount of two or three hundred thousand dollars.

Answer to the fifth cross interrogatory. Timber lands have advanced in price since November, 1844; as to the remainder of the question, I have not sufficient knowledge upon the subject to give a correct answer.

Answer to the sixth cross interrogatory. I have known Samuel G. Oaks for fifteen or twenty years; he has been in my employment during the last four years; I have entire confidence in his integrity and skill as an explorer of timber lands.

Answer to the seventh cross interrogatory. Said Oaks did explore No. 4 and the strip lying north, in 1844 for me, and made a report, which report I cannot find, and think I must have given it to some one. The amount of pine timber estimated by him I cannot recollect, but I based the value of the tracts according to the amount of timber as estimated by said Oaks. No other person did explore said tract for me.

Answer to the eighth cross interrogatory. The principal risks is the danger from fire, to which may be added the over-estimates of timber by those who made the explorations.

Answer to the ninth cross interrogatory. Generally speaking they would, but not always.

Answer to the ninth cross interrogatory. I have nothing further to say.

RUFUS DWINAL.

PENOBSCOT, *ss.*

BANGOR, *August* 9, 1850.

Pursuant to the annexed commission and the agreement, signed by

the attorneys to the parties therein named, I have this day caused the above named Rufus Dwinal to be brought before me, and after being duly sworn, I have carefully reduced his answers to writing, to the interrogatories and cross interrogatories propounded, and he having subscribed the same in my presence, and having duly observed all the *the* directions and requirements contained in said commission, I herewith make a return of my doings to the court issuing the same.

ELIJAH L. HAMLIN, *Justice Peace.*

Roberts' answers to plaintiffs' interrogatories.

Answers of Amos M. Roberts, to the interrogatories and cross interrogatories in the case—

JOHN GARROW and als.
vs.
AMOS DAVIS and als.

Answer to the first interrogatory. I am not acquainted with any of the defendants. I have known Amos Davis and George W. Pickering for about twenty-five years, and William H. McGrillis and Ephraim Paulk upwards of ten years.

Answer to the ninth interrogatory. He was insolvent at that time, and unable to pay his debts to a large amount.

Answer to the twenty-second interrogatory. I do not know any thing.

Answers to cross interrogatories.

Answer to the first cross interrogatory. I came here in December, 1823, and have been engaged in lumber business mostly ever since that time. I commenced purchasing timber lands in 1828. I have been interested in about twenty townships, and have owned about one half of the same.

Answer to the second cross interrogatory. I think it impossible to ascertain the quantity and quality of timber without cutting it off; the general quality can be easier ascertained than the quantity. The best explorers are often mistaken in their estimates. That the results of operations frequently vary from the calculations carefully made. That timber estimated as sound often proves unsound and less valuable than it appeared when standing. That the business of lumbering in all its branches is extremely hazardous. I consider the risk of fire upon timber lands as very great, and have never known of any insurance against such risks. I think an investment in timber lands is hazardous and uncertain to those unacquainted with their value and location, and unacquainted with lumbering operations, and who live at a distance from the lands and the place of manufacture, but not so to those who have been for a long time engaged in the lumbering business, and who know how to take the advantage of exploring, purchasing, and manufacturing.

Answer to the third cross interrogatory. I think that a fortunate purchaser in timber lands, for the risks he runs in the purchase, should double his money, and such is the general view entertained upon this subject by those who buy and sell and operate upon the timber lands upon the Penobscot waters.

Answer to the fourth cross interrogatory. Timber lands have advanced in price since November, 1844, but what per centage I cannot exactly state. At that time, there were large quantities of timber lands on the Penobscot waters, which could have been purchased low compared with the present prices of those lands.

Answer to the fifth cross interrogatory. Mr. Paulk had been engaged in mercantile business prior to 1844, and had failed; in 1844, he was engaged in lumbering business, but did not do business in his own name; has recently compromised with his creditors, and is now engaged extensively in lumbering business, but is not himself in good credit.

A. M. ROBERTS.

PENOBSCOT, *ss.*

BANGOR, *August* 1, 1850.

Pursuant to the annexed commission and the agreement signed by the attorneys to the parties therein named, I have caused the within named Amos M. Roberts to be brought before me this day, and, after being duly sworn, I have carefully reduced his answers to writing to the interrogatories and cross interrogatories propounded, and he having subscribed the same in my presence, and having duly observed all the directions and requirements contained in said commission. I herewith make a return of my doings to the court issuing the same.

ELIJAH L. HAMLIN,
Justice of the Peace.

Answers of John Black.

STATE OF MAINE, *Hancock, ss.*

June the twenty-fifth, in the year 1850, I caused said witness to be brought before me, as directed in said commission; and now make return of the examination and answers of said John Black to certain interrogatories and cross interrogatories specified and annexed to the annexed commission by me propounded to him, and by me reduced to writing, after having carefully examined said Black on oath, touching the premises; and he subscribed the same in my presence, and made oath to the truth thereof.

THOMAS ROBINSON,
Commissioner.

Answers of John Black to plaintiffs' interrogatories.

To the first interrogatory he saith: I have but very little knowledge of the plaintiffs in this case. I think I once saw a Mr. Garrow, who

called on me some time in 1836, respecting the payment of Ramsdell's note Note 2, after it was passed due. I have no recollection of ever having seen Thomas Y. How, jr., but received a letter from him respecting township No. 4, and the strip north, dated 16th January, 1845; I have no recollection of James Seymour, but George Miller I have seen two or three times; I have received several letters from him. Amos Davis I have known ever since 1833; George W. Pickering and William McCrillis for a number of years past. I first knew Ephraim Paulk in the autumn of 1844.

To the eleventh interrogatory he saith: I received the following payments on the contracts for said lands No. 4 and strip north, to wit:

Received April 22, 1835, amount first note - -	$17,282 40
Received Oct. 26, 1836, defendants paid in New York	13,120 21
Received Nov. 24, 1836, defendants Osborn and Starr	2,011 00
Received Jan'y 3, 1837, defendants Osborn and Starr	1,591 63
	$34,005 24

This is all I ever received on account of Ramsdell's notes; and the said Ramsdell never paid me any part of the said sums after the first payment; since that time I have received, for timber cut upon said township, the following sums, to wit:

1838, Feb. 26, received for timber cut - - -	$150 00
" April 10, received of G. R. Jewett, for timber cut -	115 00
" April 30, received of G. R. Jewett, for timber cut -	1,259 69
1839, June 15, received of G. R. Jewett, for timber cut -	569 27
" Dec. 14, received of G. R. Jewett, by defendant, for timber cut - - - -	1,475 43
1840, April 20, received of G. R. Jewett, by defendant, for timber cut - - - -	693 04
1839, June 21, received of E. D. Green, for timber cut -	690 57
" Oct. 29, received of Jas. Sargent, for timber cut -	113 46
Dollars	6,066 46

To the twelfth interrogatory he saith: Several inquiries and applications were made in 1844 for the purchase of township No. 4 and the strip north; but I did not enter into any negotiations whatever with any person or persons for the sale of said tracts; I declined doing so, because I wished the assignees of Charles Ramsdell to have an opportunity to enter into a new contract for the same, if they wished to do so, as Ramsdell's bonds were, and had been for a long time, null and void.

To the thirteenth interrogatory he saith: I never did enter into any verbal or written agreement with Amos Davis, or with Abraham Colby, or with both of them, respecting the purchase of township No. 4 and the strip north; nor did I ever agree with them, or with either of them, or with any other person or persons, to leave the price of a tract of land

Answer to the third cross interrogatory. I think that a fortunate purchaser in timber lands, for the risks he runs in the purchase, should double his money, and such is the general view entertained upon this subject by those who buy and sell and operate upon the timber lands upon the Penobscot waters.

Answer to the fourth cross interrogatory. Timber lands have advanced in price since November, 1844, but what per centage I cannot exactly state. At that time, there were large quantities of timber lands on the Penobscot waters, which could have been purchased low compared with the present prices of those lands.

Answer to the fifth cross interrogatory. Mr. Paulk had been engaged in mercantile business prior to 1844, and had failed; in 1844, he was engaged in lumbering business, but did not do business in his own name; has recently compromised with his creditors, and is now engaged extensively in lumbering business, but is not himself in good credit.

A. M. ROBERTS.

PENOBSCOT, *ss.*

BANGOR, *August* 1, 1850.

Pursuant to the annexed commission and the agreement signed by the attorneys to the parties therein named, I have caused the within named Amos M. Roberts to be brought before me this day, and, after being duly sworn, I have carefully reduced his answers to writing to the interrogatories and cross interrogatories propounded, and he having subscribed the same in my presence, and having duly observed all the directions and requirements contained in said commission. I herewith make a return of my doings to the court issuing the same.

ELIJAH L. HAMLIN,
Justice of the Peace.

Answers of John Black.

STATE OF MAINE, *Hancock, ss.*

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THOMAS ROBINSON,
Commissioner.

Answers of John Black to plaintiffs' interrogatories.

To the first interrogatory he saith: I have but very little knowledge of the plaintiffs in this case. I think I once saw a Mr. Garrow, who

called on me some time in 1836, respecting the payment of Ramsdell's note Note 2, after it was passed due. I have no recollection of ever having seen Thomas Y. How, jr., but received a letter from him respecting township No. 4, and the strip north, dated 16th January, 1845; I have no recollection of James Seymour, but George Miller I have seen two or three times; I have received several letters from him. Amos Davis I have known ever since 1833; George W. Pickering and William McCrillis for a number of years past. I first knew Ephraim Paulk in the autumn of 1844.

To the eleventh interrogatory he saith: I received the following payments on the contracts for said lands No. 4 and strip north, to wit:

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Received Oct. 26, 1836, defendants paid in New York	13,120 21
Received Nov. 24, 1836, defendants Osborn and Starr	2,011 00
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	$34,005 24

This is all I ever received on account of Ramsdell's notes; and the said Ramsdell never paid me any part of the said sums after the first payment; since that time I have received, for timber cut upon said township, the following sums, to wit:

1838, Feb. 26, received for timber cut - - -	$150 00
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" April 30, received of G. R. Jewett, for timber cut -	1,259 69
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" Dec. 14, received of G. R. Jewett, by defendant, for timber cut - - - -	1,475 43
1840, April 20, received of G. R. Jewett, by defendant, for timber cut - - - -	693 04
1839, June 21, received of E. D. Green, for timber cut -	690 57
" Oct. 29, received of Jas. Sargent, for timber cut -	113 46
Dollars	6,066 46

To the twelfth interrogatory he saith: Several inquiries and applications were made in 1844 for the purchase of township No. 4 and the strip north; but I did not enter into any negotiations whatever with any person or persons for the sale of said tracts; I declined doing so, because I wished the assignees of Charles Ramsdell to have an opportunity to enter into a new contract for the same, if they wished to do so, as Ramsdell's bonds were, and had been for a long time, null and void.

To the thirteenth interrogatory he saith: I never did enter into any verbal or written agreement with Amos Davis, or with Abraham Colby, or with both of them, respecting the purchase of township No. 4 and the strip north; nor did I ever agree with them, or with either of them, or with any other person or persons, to leave the price of a tract of land

to be affixed to it by Mr. Coburn, or any other person; nor did I ever make any agreement with said Davis and Colby for the purchase of said tracts for the reason afore assigned.

To the fourteenth interrogatory he saith: There never was any agreement or understanding between me and Davis and Colby, or either of them, previous to November, 1844, by which I was bound in any manner to sell them said lands in preference to others.

To the fifteenth interrogatory he saith: I offered to sell said lands to Ephraim Paulk for the sum of $30,000, being the lowest price that I could take, or think of taking, for those tracts, in justice to my constituents. But I should have considered myself in duty bound to have taken a larger sum for them had I been offered such by any other person, for I considered the holders of the original papers only entitled to a preference, as a matter of comity, in making a new contract.

To the sixteenth interrogatory he saith: I had no inducement to sell to Mr. Paulk the tracts in question for a less sum than I would have sold them to another.

To the seventeenth interrogatory he saith: I consider Ephraim Paulk as acting in behalf of those holding the original papers, and presumed he would act in conformity to his instructions received from them.

To the eighteenth interrogatory he saith: In November, 1823, I sold at public auction, in Bangor, three tracts of land to Amos Davis, for which I gave him a bond to convey the same, on payment of certain notes given to pay, by instalments, the sum of $67,563 21; said notes were signed by himself and surety, which I require in all cases.

To the nineteenth interrogatory he saith: I require a surety or sureties, as the case may be, for the payment of notes, in conformity to directions from my constituents, and for no other cause.

To the twentieth interrogatory he saith: I do not know what I could have sold those tracts for, had I not sold them to Mr. Paulk; but I do know I would not have sold them for a less sum.

To the twenty-first interrogatory he saith. I did not take into consideration how Mr. Ramsdell would raise the money to make his first payment in sixty days; it was none of my concern.

To the twenty-second interrogatory he saith: I know nothing further relating to the subject.

John Black's answers to cross interrogatories.

To the first cross interrogatory he saith: I made the contracts for the lands in question with Charles Ramsdell, without considering by what means he would make the first payment; I never made a contract with any one, with an idea that he was not a bona fide purchaser.

To the second cross interrogatory he saith: In making contracts it was my custom to require 20 per cent. down, or a note of hand payable in 60 days; at the time that David Webster and Daniel Burnham signed the notes with Charles Ramsdell for these lands, I considered

them as good and sufficient sureties for the payment of the notes at maturity; they were represented to be wealthy, and I so regarded them.

To the third cross interrogatory he saith: I do not recollect that any thing was ever said to me, in relation to the sale of the contracts by Charles Ramsdell, as respects fraud or misrepsentation, or any thing else.

To the fourth cross interrogatory he saith: Charles Ramsdell and his assignees did not make the payments for said lands according to the terms of said contracts; consequently the contracts became null and void many years before 1844. They had no claims whatever, after the forfeiture, to the lands under said contracts. I did not consider that they had any legal or equitable claims upon me, or my constituents, originating from the contracts, and never intended to make them any allowance, or consideration, on renewal of the bonds or contracts, except to give them the refusal of a renewal, as I have done in all cases to the holders of the original bonds.

To the fifth cross interrogatory he saith: I have been an agent of the trustees of the estate of the late William Bingham, esq., for about forty years. I have always given bonds for deeds in the same manner and form as I gave to Charles Ramsdell, and many of them have been forfeited by neglect to make payments, according to the conditions of the bonds or obligations. I have often resold such lands; but have always notified the holders of such original bonds, if I knew them, of such being my intention, as it was my usual custom, that they might return the original bonds and obtain a renewal, if they wished it. I consider all forfeited bonds as worthless, and only wish to have them returned that they might be filed in my office, before making a new bond. But I have renewed many bonds, or rather given new bonds for the same land, without having the old bonds returned, and no other motive, than the one stated, induced me to wish for the return of the bonds given to Charles Ramsdell.

To the sixth cross interrogatory he saith: Many bonds that I have given for the sale of lands have been forfeited for the non-payment of some of the notes at maturity, after payments have been made; and I have afterwards sold such lands at a less price than was specified in the original bonds, for various reasons, such as depreciation by fire, &c. I have before stated that it was my custom invariably to offer such lands for sale to the holders of the original bonds (if I knew them) and give them the preference, if they will give as much as any other person.

To the seventh cross interrogatory he saith: I know no difference between the case in question and other similar cases. I have not shown, and know no reason why I should show, any favor towards Charles Ramsdell and his assignees, other than I do to other persons similarly situated.

To the eighth cross interrogatory he saith: I have before stated that I considered the bonds given to Charles Ramsdell forfeited, and of course worthless, and of no use to me, except to file away in my office, and would not have given any thing for them.

To the ninth cross interrogatory he says: When I sold the said tracts in November, 1844, I offered them to Ephriam Paulk, as the agent of the holders of the original bonds, for $30,000, being the lowest sum I thought I ought to take, for I had no larger sum offered for them; if I had I should have required him to have paid me the sum offered, or I should have sold them to somebody else—my intention being only to give the original holders of the bonds the refusal of the lands at the price fixed upon. I sold the tracts for $30,000 without considering that I had made any deduction whatever, for any claims of the holders of the original bonds, as I have before stated, were worthless. If Ephraim Paulk had not taken the lands at the price I asked for them, I would have sold them for that sum, or as much more as I could get, whether the original bonds were given up or not.

To the tenth cross interrogatory he saith: Prior to the sale of said tracts in November, 1844, Ephraim Paulk left with me the original bonds given to Charles Ramsdell, with the assignments annexed thereto, together with his power of attorney, all which I examined, and afterwards wrote to him on the subject the letter annexed, marked "F," and dated November, 1844, which is in my handwriting, and signed by me. I think that George W. Pickering did accompany him at the same time.

To the eleventh cross interrogatory he saith: When the sales were made in November, 1844, Ephraim Paulk stated that he had assigned the original bonds to Amos Davis, and I think the assignment was read to me. It was not annexed to the bonds at that time, and I requested Mr. Paulk to annex the assignment to the bonds, which he did. I do not recollect what was said on the subject at the time, but I shall annex the copy of the assignment, which is marked "B." I did not consider the assignment of any consequence, except to show the transfer to Amos Davis, to whom Mr. Paulk requested me to make the bond. I never knew any thing about the contract between Paulk and Davis; what sum was to be paid, or to whom it was to be paid; it was not my business, and I did not inquire.

To the twelfth cross interrogatory he saith: I do not recollect all the particulars of the conversation I had with Mr. Paulk at our different interviews; but I think I stated to him, explicitly, that I would sell the lands in question as soon as a convenient opportunity offered, if the holders of the original bonds did not think proper to return them and take new bonds.

To the thirteenth cross interrogatory he saith: I have examined my file of letters received in 1844, and do not find any letter from Ephraim Paulk to me, dated November 27th, 1844. The assignment of Mr. Paulk, annexed, being dated 28th November, 1844, and the sale being entered in my books the same date, I presume Mr. Paulk was at my house the same day; as some time would be occupied in making the arrangements of the sale and preparing papers, perhaps they were not executed till next day.

To the fourteenth cross interrogatory he saith: I have no recollec-

tion of seeing Mr. Paulk on the 26th November, nor of his offering me one dollar per acre for the lands in question, as the highest price he was authorized to offer. I did at some time recede from the proposition I had made to him, and offered to take $30,000. I never thought of taking one dollar per acre for it of Mr. Paulk, or any one else. I made the proposition to Mr. Paulk to take 30,000 dollars, but do not recollect what answer Mr. Paulk made me at that time.

To the fifteenth cross interrogatory he saith : I did receive a letter from Mr. Paulk dated 11th Nov., 1844, of which a copy is hereunto annexed, marked "C." The letter annexed, marked "J," dated the 13th Nov., 1844, is my answer to the above. I did receive a letter from Mr. Paulk dated the 18th Nov., 1844, of which a copy is hereunto annexed, marked "D." The paper or letter annexed, marked "N," dated the 18th Nov., 1844, is my answer thereto.

To the 16th cross interrogatory he saith : I do not recollect how my letter of the 13th was sent to Mr. Paulk, and I have no recollection of any interview or conversation with him on the 15th Nov., 1844, or between that time and the 26th Nov., 1844, as is alluded to in this question. I have no recollection when he asked me to name the lowest price I would take, but made up my mind that I would take 30,000 dollars ; when and how I communicated this decision to him I do not now recollect, but think it was on the 26th Nov., 1844.

To the seventeenth cross interrogatory he saith : I have examined the letters annexed, written by me to Mr. Paulk, and have nothing to say in explanation of them.

To the eighteenth cross interrogatory he saith : I do not know how much timber was taken off the said tracts by Charles Ramsdell or his assignees, and never received any timber rent from them or persons cutting under them ; but I took possession of a quantity of timber cut and hauled therefrom under the direction of Heman Norton, and sold the same to G. R. Jewett and others, for which I received in the whole $6,066,46. The last payment made by Ramsdell and his assignees for the land in question was made on 3d Jan., 1837, and I never received any thing for timber rent of them, or any person cutting under their authority. The cutting under the direction of Heman Norton was in 1837–8, and was the last act of authority exercised by them over said land. Heman Norton had a large quantity of timber cut and hauled into the Schoodiac-waters from said No. 4 without my consent, for which he received a large sum of money ; the amount I do not know.

To the nineteenth cross interrogatory he saith : I have examined a copy of a letter from me to said Miller, dated July 22d, 1844, marked "A," hereunto annexed. I then had no intimation of a wish or intention, on the part of the assignees of said contracts, to pay the balance due on said Ramsdell's notes or renew the bonds; and none of them had pretended to any legal claim upon me for six years prior to the date of said letter ; the letter was intended to ascertain whether they would renew the contracts or give up the original bonds. I had fre-

quent inquiries in relation to the purchase of said tracts, and recollect being applied to by Amos Davis and Abraham Colby, and others not particularly recollected ; but declined entering into any contract with them, as I wished first to hear from the holders of the original bonds.

To the twentieth cross interrogatory he says : Ramsdell has not paid any thing on said bonds since the first payment of April 22d, 1835 ; the receipts for timber rent were not from him nor his assigns, but for timber cut and hauled from lands without my permission.

To the twenty first cross interrogatory he says : In Nov., 1833, at Bangor, Amos Davis purchased at public auction township No. 3 and the strip north, and the west half of township No. 32 ; for the payment of which he gave me notes signed by himself and Benjamin Underwood ; I have no recollection of selling any other tract of land to Amos Davis, except the sale of township No. 4 and the strip north, in 1844.

To the twenty-second cross interrogatory he saith : I did state to Davis, at the sale in Nov., 1844, that I did require two signatures to notes given for lands ; but whether it was the first time I said so to him, or not, I do not know. He gave me two names in 1833, and I have invariably required it ; he did say to me that he should have to go to Bangor to procure a signature with his ; but after some conversation, he had a private interview with Mr. Paulk, after which Mr. Paulk signed the notes with him.

To the twenty-third cross interrogatory he saith : Addison Dodge has been in my employ as a surveyor or explorer for about twenty years ; I consider him an excellent and correct surveyor, and a good judge of land ; and I have the fullest confidence in his honesty and integrity ; he surveyed township No. 4, and also the strip north, and explored them for me ; I never have employed any other person for that purpose. I have been upon the township myself, but have never examined it particularly.

To the twenty-fourth cross interrogatory he saith: I have a faint recollection that in 1838, or about that time, Courtland Starr had some conversation with me in relation to the payment of the balance due on Charles Ramsdell's notes, without regard to the specific assignment of Ramsdell's bonds ; although I considered the bonds forfeited, and had a right to make a new contract for said lands, I did not consent, or agree to comply with his proposition, which I considered as hardly fair or honest.

To the twenty-fifth cross interrogatory he saith: In 1839, or some other time, that I do not particularly recollect, Courtland Starr did ask me if I would convey to the holders of the bonds under Ramsdell a portion of the tracts of land contracted for, equivalent to the amount of moneys received by me on account thereof ; this I declined to do.

To the twenty-sixth cross interrogatory he says: After entering into contracts for the sale of tracts of land, and the first payments having been made, I have consented, on application of the purchasers, that they might cut, and haul timber from such lands, they paying to me a

fair timber rent for whatever might be cut and hauled off, to be passed to the credit of the purchasers. Heman Norton went on without my permission, and directed timber to be hauled off from township No. 4; consequently, on its being driven down, I took possession of the same, as the property of my constituents, and disposed of it.

To the twenty-seventh cross interrogatory he saith: I am upwards of sixty years of age.

JOHN BLACK.

B.

Copy of the assignment of Ephraim Paulk, agent, &c., to Amos Davis.

ELLSWORTH, 28*th Nov.*, 1844.

In consideration of an agreement and obligation made to us by Amos Davis, and of one dollar to us paid by said Davis, the receipt whereof we hereby acknowledge, we do hereby assign, transfer, set over, and sell to said Davis all our right, title and interest, as assignee, trustee or otherwise, in and to two certain bonds given by John Black, agent for the trustees of the estate of the late Wm. Bingham to Charles Ramsdell, for the conveyance of township No. 4, in Bingham Penobscot purchase, in Hancock county, and the strip north of same, in Feb., 1835, and by subsequent assignments and transfers assigned to us.

Witness our hands and seals this the day and year above mentioned.

(Signed) HEMAN NORTON, [L. S.]
GEORGE MILLER, [L. S.]
By their attorney, EPHRAIM PAULK. [L. S.]

Witness—JAMES GRANT.

C.

Copy of a letter from Ephraim Paulk, of Bangor, to John Black, agent for the trustees of the estate of Wm. Bingham.

BANGOR, *Monday*, 11*th Nov.*, 1844.

SIR: Yours of the 7th is received, and contents noted. You will excuse me for troubling you with this communication. But in my attempts at negotiation with you in behalf of those interested in No. 4, you have no doubt inferred that the object was to save something, by an arrangement with you for my employers, who have paid a large amount to you; and from your expressions at our first interview, I had no doubt I could do it; and as the parties are insolvent, and have paid for this township all the property they had, you probably inferred that their ability to save any thing would only be by getting such a deduction from you as would enable them to make a resale, at an advance, or by making an arrangement with some one at Bangor, acquainted with lumbering, to make advances and proceed to take off the timber

to make the payments. The object of this communication is, first, to say, that at your proposition I see no prospect of saving any thing, and that as I can now judge, all that I can do is take the offer of $1,000 for the bonds which I had some time since from a man who knew nothing of your prices when he made it; and to say that I do not want to do this, nor do I suppose you want it done. And, 2d, my main object in addressing you now is, to ask if you will reduce your price, provided I make a satisfactory arrangement with you about pay.

As I am fully authorized to dispose of, or give up the bonds, our arrangements can soon be brought to a close. By improving the earliest opportunity of reply, you will much oblige.

Very respectfully and truly, yours,

(Signed) EPHRAIM PAULK.

Col. JOHN BLACK.

D.

Copy of a letter from Eph'm Paulk, of Bangor, to John Black, Ellsworth, agent for the trustees of the estate of Wm. Bingham.

BANGOR, *Monday*, 18*th Nov.*, 1844.

DEAR SIR: Yours of the 13th instant was received on Friday morning, and would have been replied to on Saturday, but I decided to come to Ellsworth myself this day. Last evening I received a letter from Mr. Miller, (in answer to a communication informing him of the price you named,) in which he says that he shall be here next week, and "trusts that you will be willing to wait until then." The object of this communication is to ask of you that favor, viz., that you will wait next week for Mr. Miller to come, when we shall probably see you both together. If you will not wait, I will endeavor to come and see you immediately, and the matter in some way.

Please reply at your earliest leisure, and much oblige, very respectfully and truly, yours,

(Signed) E. PAULK.

Col. JOHN BLACK, *Ellsworth.*

G. N. Black's answers to plaintiffs' interrogatories.

Answers of George N. Black.

STATE OF MAINE, *Hancock, ss.*

On this third day of July, in the year 1850, having caused the witness, George N. Black, to be brought before me, I carefully examined him, on oath, as to the truth of his answers to certain specified interrogatories and cross interrogatories, attached to the annexed commission, by me propounded to him, and make return of the same, by me reduced to writing in his presence, and by him signed in my presence, and sworn to before me.

THOS. ROBINSON, *Commissioner.*

To the first interrogatory he saith: I have no acquaintance with either of said plaintiffs; have merely seen George Miller once. Of the defendants, I have known Amos Davis, George W. Pickering, and William McCrillis for several years past, say four or five years; Ephraim Paulk I have seen a few times; no particular acquaintance with him.

To the tenth interrogatory he saith: I did apply to Col. John Black, some time in the year 1844, as near as I can now recollect, for the purchase of township No. 4, and the strip north, (same lands mentioned in second interrogatory,) at the request and in behalf of Rufus Dwinal. Col. Black neither consented or refused to sell, but stated that he wanted to get up the old bonds before selling the land again, and that he should sell before long, whether he got up the old bonds or not. This is, as near as I can now recollect, what passed on the subject; I made no memorandum, and had no occasion to bear it in mind.

To the twenty-second interrogatory he saith: I know nothing further favorable to the plaintiffs.

G. N. Black's answers to cross interrogatories.

To the first cross interrogatory he saith: I am thirty-five years of age; am the son of said Col. John Black; for occupation I am engaged in trade, lumbering, and navigation. I have been an agent under my father, and have aided him in the management of the Bingham lands, for the past fifteen or sixteen years. I have been engaged in operations on timber lands, on my own account, for some four or five years; taking off from two to four millions a year; and have assisted my father in his lumbering operations, taking off from four to seven millions a year, for the past fourteen or fifteen years.

To the second cross interrogatory he says: On my application to my father, in behalf of said Dwinal, for the purchase of said lands, my father did say that he wanted the old bonds or contracts given up before he made a new one; and he did add, further, that he should sell the land before long, whether the old bonds were given up or not; and I think I communicated this answer to Mr. Dwinal.

To the third cross interrogatory he saith: In the winter of 1842 I was concerned in a team which we put on to township No. 4. Lewis Silsby owned part of the team and managed the business. Some time in the season of logging, said Silsby reported that he could not find timber to keep the team employed, and, in consequence, the team was moved down on to township No. 40. The operation was not attended with favorable results. I was once on said township No. 4, but never explored it. In the summer or fall of 1844, Addison Dodge reported to me that he had found a good chance for a team to do a winter's logging on said No. 4, and I made arrangements to put a team on it, but was prevented by the sale of the township.

To the fourth cross interrogatory he saith: Addison Dodge has had a good deal of practice and experience in surveying and exploring tim-

ber lands, for my father, for the past ten or twelve years, and I place full reliance upon his reports.

To the fifth cross interrogatory he saith: I formed no particular opinion of the value of No. 4, and the strip north, in 1844, but, from such information as I had, I considered that Amos Davis, and others, in paying thirty thousand dollars, paid a fair price for those two tracts.

GEORGE N. BLACK.

Plaintiffs' direct interrogatories to Starr.

Interrogatories to be administered to Courtland Starr, of New London, in the State of Connecticut, a witness to be produced, sworn, and examined in a suit pending in the circuit court of the United States, for the district of Maine, wherein John Garrow, Thomas Y. How, jr., James Seymour, and George Miller, are plaintiffs, and Amos Davis, George W. Pickering, William McCrillis, and Ephraim Paulk, are defendants, by virtue of the commission hereto annexed.

1st interrogatory. Do you know the parties, plaintiffs and defendants, in the title to these interrogatories named, or any or either, and which of them; and how long have you known them, respectively?

2. When, to what extent, and with what persons, did you first become interested in township No. 4, Bingham Purchase, in Hancock county, Maine, and the strip of land lying north of and adjoining the same?

3. What quantity of sound merchantable pine timber was represented to you, and those who purchased with you, and by you and them believed to be upon the said lands at the time you purchased them?

4. What amount of money was paid by you and your associates towards the said lands over and above the amount received by Colonel Black? Please to state also the amount paid by Mr. Garrow for his quarter of the lands or contracts; also the amount paid by Abraham and Oliver Post, by Franklin Starr, and by Samuel Hobson.

5. Did Charles Ramsdell ever pay any thing towards the said lands after the assignment of an interest in the said contracts by Norton and Keith; if any thing, how much did he pay?

6. Did you and other owners in the said lands operate thereon in getting off timber in the winter of 1836–'7; and what quantity of timber was cut by such operations; and did the operators make or lose money by such operations?

7. Did Charles Ramsdell take any part in the said operations, or any interest in the timber cut and taken from said lands; and did the said Charles Ramsdell, after the year 1836, ever take or claim any interest in the said lands, or the contracts for the purchase thereof?

8. Did you, after you had assigned your interest in the said lands and contracts, and in or about October, 1838, call upon Col. Black as the agent of the then holders of the said contracts, and negotiate with him in their behalf in regard to the extension of time upon, and the renewal of, the said contracts? If yea, please state what propositions you made to Colonel Black, what he assented to, and

what he recommended; giving all the particulars as far as you are able.

9. Did you at any and what time, in the year 1839, as the agent of the proprietors or assignees of the said contracts, go from New London to Ellsworth to see Col. Black, and negotiate with him in their behalf in regard to their interest in the said contracts? If yea, please to state fully the result of such negotiations, what you proposed to Col. Black, and what he proposed, and what he suggested and recommended.

10. If you know any thing further favorable to the plaintiffs in this action, please state the same as fully as if you *was* specially interrogated.

Defendants' cross interrogatories to Starr.

UNITED STATES CIRCUIT COURT,
Maine district.

JOHN GARROW et als.
vs.
AMOS DAVIS et als.
} In chancery.

Cross interrogatories to be proposed to Courtland Starr, a witness to be produced, sworn, and examined on behalf of said complainants.

1st cross interrogatory. Did you not, in the year 1838, or at some other time, and when, upon the advice of said George Miller, or otherwise, request said John Black to convey said two tracts of land to the then holders of the Ramsdell contracts, upon receiving from them the amount due him from the original purchasers, although the then holders, and those under whom they immediately claimed, had not complied with the conditions on which they severally received assignments; and did not said Black consent so to do; did you not predicate your request upon the ground that all legal claims to a conveyance, under those contracts or bonds, had become forfeited by a neglect to make the requisite payments; and was not that the ground upon which said Black based his assent to your proposition; why did you not pay said amount and take said conveyances?

2d cross interrogatory. Did you or not, in the year 1839, or at some other and what time, upon the advice of said Miller, request said Black to convey to the then holders of said contracts or bonds a part of said land, and what part, at some price, and what, in consideration of the money which said Black had received under said contracts; and did not said Black refuse, and upon the ground that he had no authority to do so? Please state fully.

3d cross interrogatory. For whom did you act in making these two several requests of Black, and how *was* you authorized? Please state particularly every person from whom you received such authority, and how you received it, and when.

4th cross interrogatory. Have the conditions, upon which you and Osborn received the assignment from Gorham, been fully complied

with ; has all the money you were bound to pay, by the conditions of that assignment, been paid by you, or any one else ; if not, how much has been paid, when, and by whom ?

5th cross interrogatory. Please examine the paper hereto annexed, marked "A,"* and state when the sale of the $455\frac{1}{16}$ acres, to said Miller, therein recited was made ; what was the consideration, and how paid, whether in cash or in Miller's notes ; and if the latter, how much was ever paid on said notes. Whether said notes have been given up to him, and the bond to convey, given by you to him, as recited in said paper "A," has been given up to you ; and if so, please annex it or a copy of it. Please state fully what negotiations were had, between you and said Miller, in relation to the giving up said bond prior thereto.

6th cross interrogatory. Please state whether the said Miller paid you any, and what, consideration for the execution of the conveyance or assignment, of which said paper A is a copy; was not said instrument executed, and said notes and bonds given up at his request, and without any new consideration ; how much money did you ever receive from Oliver Post and Abraham Post, and Samuel Hoburn, or either of them, on account of said contracts ?

7th cross interrogatory. How much timber did you cut in 1836–7, on said lands ; how much lost in the operation, in addition to the timber ?

8th cross interrogatory. If you know, or can state, any thing further favorable to the defendants in this cause, please state the same as fully as if specially interrogated thereto.

W. P. FESSENDEN and
GEO. F. SHEPLEY,
Solicitors for defendants.

Answers of Starr to direct interrogatories.

Answers of Courtland Starr.

To the first interrogatory the witness, Courtland Starr, answers. I know John Garrow; knew him first in the year 1836, and at that time travelled with and saw considerable of him; have not seen much of him since, but have met him twice certainly, perhaps three times ; Thomas Y. How, jr., I do not know; James Seymour I do not know; George Miller I have known since the year 1835; Amos Davis I do not know; George W. Pickering I first knew in 1838, and have seen him since, but am not much acquainted; William McCrillis brought me a letter of introduction last spring from Ephraim Paulk; I then had some conversation with him, and that is all I know of him personally. Ephraim Paulk is my half-brother, and I have known him from his birth.

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* For paper marked "A," see page 55.

To the 2d interrogatory said witness answers: I first became interested in the lands mentioned in the year 1835; the purchase was first made by my partner, George Gorham, since deceased, in his own name; but I and Marcus B. Osborn, another partner, were equally interested with Gorham, though the paper transfers to us from Gorham were not made until April, 1836. Gorham's purchase was one undivided fourth in both the tracts mentioned in the interrogatory. Nathaniel Garrow, of Auburn, New York, was the purchaser of another fourth; Heman Norton was the purchaser nominally of another fourth; (although I believe there were others interested with him in his purchase;) Charles Ramsdell, of Bangor, was the purchaser of the remaining fourth.

To the 3d interrogatory said witness answers: I do not recollect any representations being made to me personally at the time of the purchase; Mr. Gorham did the business. I suppose representations were made to him, but I am not sure. My knowledge as to the quantity of timber, and the information I received, was principally after we found we had got to keep the lands, and do the best we could with them. The purchase was originally made with the intention of selling again, and not of keeping and managing the property. I had got some information before when in Maine, with Mr. John Garrow, in the spring of 1836. My impression is, that the representations I received put the timber at ten thousand feet of sound merchantable pine timber per acre; but how much of these representations were made to the purchasers at or before the purchase, or believed by them, I do not know. The business, so far as myself and partners were concerned, being, as I have stated, done by Mr. Gorham.

To the 4th interrogatory the said witness answers: We paid Col. Black about four thousand seven hundred and thirty-two 65-100 dollars at one time, and at a later period five thousand five hundred and fifty-nine 35-100 dollars; besides these sums, which we paid Colonel Black, we paid about ten thousand two hundred and sixty-seven 32-100 dollars. Mr. Garrow's payments I have no personal knowledge about; but I have understood, whether from him or not I don't remember, that he paid all, or nearly all, which he was to pay on his purchase, except what was to be paid to Col. Black, and that he paid him as much as we did. He was to pay the same with us, and this would make the sum of twenty-five thousand and five hundred dollars, and interest to a considerable amount also, besides what he was to pay to Col. Black. Out of our quarter I and my associates sold rights to Oliver and Abraham Post, to Franklin Starr, and to Samuel Hoborn; the Posts paid us nine thousand and one 25-100 dollars, Franklin Starr paid us three thousand and thirty-four 75-100 dollars, and Samuel Hoburn paid us four thousand five hundred and fifty 62-100 dollars. These persons who bought of us made payments only to us, and their payments formed a part of the amounts mentioned above as paid by us to Col. Black and others on our purchase.

To the 5th interrogatory the said witness answers: Not that I know.

I suppose and believe he did not, excepting what Colonel Black may have got out of stumpage.

To the 6th interrogatory the said witness answers: We did so operate with other owners; the quantity of timber cut by our operations was about four millions feet, and we all lost money by the operations.

To the 7th interrogatory the said witness answers: Said Ramsdell took no part in such operations, and no interest in the timber cut and taken from said lands. As Ramsdell did not keep up with us in his payments on his quarter, I suppose he thereby forfeited all claim to any interest in the lands or contracts; I don't know that he claimed any.

To the 8th interrogatory the said witness answers: As agent of such holders, in the summer of 1838, I proposed to Colonel Black that he should give them a deed of the land, upon their paying to him what, by the original contracts held by them, he was to receive, without his requiring them to pay the persons of whom we bought the sums they were to receive besides; this he agreed to do. In October I saw him again, and told him that some of the holders were not then ready to give their notes and take a new contract, according to the proposition made in the summer, but asked an extension of time until the following spring, with the privilege of then executing said agreement. Col. Black finally assented to this. I had some conversation with him as to giving permits to cut timber during the then coming winter. He strongly advised that it should not be done; his reason seemed to be that the price then current was too low, and that it would rise. My own opinion also was that it would not be judicious for the holders to give permits, considering the price and other things.

To the 9th interrogatory the said witness answers: About the 1st of September, 1839, I did go to Ellsworth from New London, as agent of the proprietors and holders of said contracts, to see Colonel Black in their behalf, regarding their interests in the contracts. My object, and the proposition I made to him, was to allow the holders of the contracts whom I represented, to go on and give permits, or cut timber on the land, and from the avails of such operations to pay the amount coming to Colonel Black for the lands. According to the former proposition, the said holders were to give their notes for the amounts, and to take a bond from him for a deed upon the payment of the notes. By the proposal and permission now made and asked to and of him, the holders were to have the privilege, without giving new notes, of getting the means of payment from the timber on the land; they (at least a part of them) had become afraid to venture the giving their notes. Colonel Black seemed to be willing to agree to this, if he could only be clear that the holders would be able to carry through their payments, in a reasonable time, from the avails of such operations. Colonel Black, however, thought, at the time I saw him, that the prospects for the then coming winter were not such as to warrant any expectation of advantage to the holders of the contracts in operating on the timber, and was unwilling, as things stood, that they should be undertaken; but my impression is, that he expressed a willingness to have it so if things

should mend, and the prospect of profit make it clear that it would be for the advantage of the holders, without damage to those whom he (Colonel Black) represented. This, as far as I recollect, was about the result of my interview with Colonel Black; nothing very definite being concluded upon.

To the 10th interrogatory the witness answers: I am not aware that I do.

COURTLAND STARR.

Answers of Starr to cross interrogatories.

To the 1st cross interrogatory the said witness answers as to all but the last clause in the same: Yes I did, in the year 1838, make the request of John Black, as mentioned in the question, and this by the advice of said George Miller, and upon the grounds mentioned in the questions. The said John Black assented to this request, and I have no doubt on the same grounds. The reason why the amounts stated was not paid, and the conveyances taken, was that Mr. Miller certainly, and perhaps others, were afraid to give their notes for such large amounts as would have been necessary on making a new contract, preferring to go on and take their chance of getting a deed from Colonel Black, upon paying up to him what was to be paid him on the old contracts.

To the 2d cross interrogatory the witness answers: Some time in the year 1838 or 1839, I think in 1839, and, if so, it must have been about the first of September, but whether upon the advice of Miller or of some others interested, or upon my own judgment, I do not remember, I proposed to Colonel Black to convey to the then holders of the contracts a part of said lands, in consideration of the money he had had from us upon the contracts. My impression is, that I proposed he should so convey such a part of said lands as the amount paid him bore to the whole he was to receive; he, however, refused to do this, and upon the ground stated, viz., that he had no authority to do it.

To the 3d cross interrogatory the said witness answers: The holders of the contracts acted for the most part through me, as respects their interests in said lands, particularly as respects negotiations with Colonel Black. I had no formal authority for these negotiations; and as to the proposition mentioned in the answer to the 2d cross interrogatory I do not know, as I have there stated, that I had any authority from the holders to make it. As to the one made, as stated in the answer to the first cross interrogatory, it was done upon consultation with said Miller, and with his assent; whether others of the holders were consulted I am not sure; it may have been so. The persons for whom I acted were George Miller, Nathaniel Garrow, and Henry J. Leaman; but, as I have before stated, I had no power of attorney or other formal authority to make these negotiations with Colonel Black.

To the 4th cross interrogatory the said witness answers: The said conditions have not been fully complied with; all the money we were

bound to pay thereby has not been paid by us, nor by any one else, so far as I know. A part of the money was paid, viz., the sums mentioned in my answer to the fourth interrogatory on the part of the complainants, as paid to Colonel Black and others, amounting to something over nineteen thousand five hundred dollars, or thereabouts. Besides this, something was paid to the estate of Gorham, but how much I don't remember. I don't know of any thing having been paid by any one else on our quarter.

To the 5th cross interrogatory the said witness answers: Some time in the summer of 1836 (I think that was the year) we sold to said George Miller one-eighth of our interest in said lands, at ten dollars an acre, and gave him a bond for a deed of the same. He gave his notes for the purchase money. These notes he paid on from time [to time,] until he had paid one-half, or about that, amounting to somewhere in the neighborhood of forty-five hundred and fifty or sixty dollars. We found our purchase a hard one, which we should hardly be able to carry through; and some time in the summer of 1837, whether at our suggestion or that of Miller I don't know, (both parties were well satisfied to do it,) it was agreed between us that we, on our part, should deliver up to Miller the balance of his notes, amounting to about half the sum he was to pay us, and should give him also a bond for a deed of one-sixteenth of our interest in the lands (being 455 1-16 acres) instead of one-eighth which he had originally purchased, the said sixteenth bearing the same, or about the same proportion to what he had originally purchased, that the payments made by him did to the whole amount he was to pay. Miller, on his part, was to give up to us our bond to him for one-eighth of our interest, above mention[ed.] This agreement was carried into effect; we gave up Miller's notes still unpaid, and gave him the new bond for the one-sixteenth of our interest in the lands, and he gave up our bond to him for the one-eighth. This was done some time in the month of July, 1837. At a later period, in the same year, we found we could make no further payments, and could not, in any way, carry through our purchase. We then made a further arrangement with Miller, whether at his suggestion or our own I cannot say, but both parties were glad to make it, whereby we executed to Miller the instrument mentioned in the interrogatory now being answered, and a copy of which is annexed to the cross interrogatories marked "A," and Miller gave up our bond to him for the 455 1-16 acres, above mentioned as executed in the month of July previous; a copy of said bond is hereto annexed, and marked "B." I can't say at whose request, whether his or ours, these arrangements were made; very probably the July arrangement was at his request; the last one I cannot tell about. There was no other consideration received from him for these arrangements, except the giving up our bonds to him, as before stated.

To the 6th cross interrogatory said witness answers: The consideration from Miller for the execution of the instrument mentioned was, as I before stated, the giving up to us of our bond to him for the

455 1-16 acres; as to whose request these arrangements took their rise from I have already stated in my last answer, and also as to the considerations on both sides. The amounts received by us from Oliver and Abraham Post, and from Samuel Hoburn, I have stated in my answer to the 4th interrogatory on the part of the complainants.

To the 7th cross interrogatory the said witness answers: We (meaning all who operated) cut, as I have before stated in 1836–'7, on said lands, about four millions of feet of timber; we (Osborn and Starr) paid out on our quarter for these operations about thirty-six hundred dollars, none of which we got back. How much of this Colonel Black got as stumpage, and applied towards the payments due him, I do not know.

To the 8th cross interrogatory the said witness answers, I do not know that I do.

COURTLAND STARR.

B.

Copy of bond—Osborn and Starr to Miller.

Know all men by these presents, that we, Courtland Starr and Marcus B. Osborn, both of the city and county of New London, in the State of Connecticut, are held and firmly bound and obliged unto George Miller, of the town of Riverhead, in the county of Suffolk, and State of New York, in the sum of nine thousand dollars, to be paid to the said George Miller, his executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated the thirteenth day of July, in the year of our Lord one thousand eight hundred and thirty-seven.

Whereas the above bounden Courtland Starr and Marcus B. Osborn are interested to the amount of the one-fourth part of a township of land numbered four, north division, in the Bingham Penobscot purchase, in the county of Hancock, and State of Maine, containing in the whole (exclusive of three public lots and seven lottery rights,) 20,800 acres; also a mile strip lying north of and adjoining the said township, containing 8,004 acres; also two lottery rights containing 160 acres each, making in the whole 29,124 acres, more or less, to be conveyed, the quarter of the whole belonging to the said obligees, being 7,281 acres, more or less; and whereas John Black, of Ellsworth, in the State of Maine, agent for the devizees of William Bingham, has obligated himself to execute and deliver good and sufficient deeds to the holders of his bond who shall complete the payments for the said land agreeably to the terms of the said bond; and whereas we have sold to said George Miller one sixteenth part of our interest in the said township, being 455 1-16 acres, at the rate of ten dollars for each and every acre, amounting to $4,550 62½, paid to the said obligees by the said George Miller, with interest from the first day of January, 1836.

Now, therefore, the condition of this obligation is such, that if the said Courtland Starr and Marcus B. Osborn do deliver to the said George Miller, or his assigns, a deed clear of all incumbrance for said 455 1-16 acres of land within six months from the 25th day of April, 1841, then this obligation to cease and be void; otherwise to be and remain in full force and virtue.

COURTLAND STARR, [SEAL.]
MARCUS B. OSBORN. [SEAL.]

In presence of THOMAS P. BADET.

STATE OF CONNECTICUT,
New London town and county, ss.

I, the undersigned, the commissioner appointed in the foregoing commission to execute the same, do hereby certify, that on the 17th, 18th, and 19th days of September, A. D. 1850, I caused the witness named therein, Courtland Starr, to appear before me, and carefully examined him touching the matters in the interrogatories and cross interrogatories accompanying said commission, and that the answers above given are the answers of said Starr thereto, and that said Starr made oath before me, in due form of law, that his said answers contain the truth, the whole truth, and nothing but the truth, touching the said matters inquired about, and subscribed his name in my presence, both to the answers to the interrogatories and cross interrogatories, as above written by me; and I further certify, that the directions in the commission were in all other respects followed and adhered to. In witness whereof I have hereunto set my hand this 19th day of September, A. D. 1850.

WILLIAM C. CRUMP.

Plaintiffs' direct interrogatories to Wright.

Interrogatories to be administered to Clark Wright, of the town of Riverhead, in the county of Suffolk, and State of New York, physician, a witness to be produced, sworn, and examined in a suit pending in the circuit court of the United States for the district of Maine, wherein John Garrow, Thomas Y. How, jr., James Seymour, and George Miller, are plaintiffs, and Amos Davis, George W. Pickering, William McCrillis and Ephraim Paulk, are defendants, by virtue of the commission hereto annexed.

1st interrogatory. Do you know the parties, plaintiffs and defendants, in the title to these interrogatories named, or any and which of them, and how long have you known them respectively?

2. Please to state your profession, and whether you have been family physician to the plaintiff for any and what time.

3. What was the state of said George Miller's health in the year 1844? Please to state what was his general health at that time, and whether he labored under any and what particular disease during any and what part of that year.

Defendants' cross interrogatories to Wright.

U. S. CIRCUIT COURT, *Maine district.*

JOHN GARROW and als.
vs. } In chancery.
AMOS DAVIS and als.

Cross interrogatories to be proposed to Clark Wright, a witness to be produced, sworn, and examined on behalf of said complainants.

1st cross interrogatory. Please annex to your deposition an account of all the charges made in the year 1844, by you, for professional services, whether of advice or medicine, rendered to said George Miller personally; and specify every portion of said year during which said Miller was confined to his house, or unable to attend to his business, through sickness, and the nature of the sickness.

2d cross interrogatory. Please state whether you have ever before been called upon to give your affidavit, deposition, or certificate, to prove the sickness of Miller in any other suit. If yea, how often; when; and in what suits?

W. P. FESSENDEN and
GEO. F. SHEPLEY,
Solicitors for defendants.

Answers of Wright.

Deposition of Clark Wright, of the town of Riverhead, in the county of Suffolk, and State of New York, physician, a witness produced, sworn, and examined before Joseph H. Goldsmith, the 20th day of July, 1850, by virtue of the commission hereto annexed, and agreeably to the directions thereof.

First interrogatory. To the first interrogatory the witness saith, that he is not acquainted with any of the parties, plaintiffs or defendants, except George Miller; that he has been acquainted with Mr. Miller since 1834.

Second interrogatory. To the second interrogatory the witness saith, that he is by profession a physician; *have* been the family physician of Mr. Miller ever since 1837 or 1838.

Third interrogatory. To the third interrogatory the witness saith, that Mr. Miller in the year 1844 was very ill; he labored under an affection of the liver, also neuralgia, during the months of July, August, and September.

First cross interrogatory. To the first cross interrogatory the witness saith, that the nature of his disease was such as did not require a great deal of medical attendance; that his charge against Mr. Miller stands on his book as follows:

1844, July	13,	to visit and medicine	- - -	$1 00
"	" 15,	"	" - - -	1 00
"	" 22,	"	" - - -	1 00
"	Aug. 10,	"	" - - -	1 00

That said Miller consulted physicians from the city of New York, and that he was following their prescriptions with the witness's consent part of that time. That said Miller was confined to his house and unable to attend to business, through his sickness, during the months of July and August, in 1844, being an affection of the liver and neuralgia.

Second cross interrogatory. To the second cross interrogatory the witness saith, that he has no recollection of ever before having been called upon by the said George Miller to give his affidavit, deposition, or certificate, to prove the sickness of Mr. Miller, in any other suit.

CLARK WRIGHT.

Examination taken and reduced to writing, and by the witness subscribed and sworn to, on the 20th day of July, 1850.

JOSEPH H. GOLDSMITH,
Commissioner.

Defendants' interrogatories to Colby.

Interrogatories to be administered to Abraham Colby, a witness to be produced, sworn, and examined in a suit in equity, now depending and at issue in the circuit court of the United States, for the first circuit, Maine district, wherein John Garrow and others are complainants, and Amos Davis and others are respondents. On the part of the respondents:

1. Please state your age and place of residence, and whether or not you are acquainted with Amos Davis, William H. McCrillis, George W. Pickering, and Ephraim Paulk, all of Bangor, in said Maine district, the defendants in this suit, or either and which of them.

2. Please state whether or not in November, 1843, or at any other and what time, you, in company with said Davis, went to Ellsworth, and called upon John Black, the agent for the Bingham lands, for the purpose of making a purchase of a certain township of land, and if so, what township; and whether or not said Black refused to sell said township; and whether or not he offered you any other tracts, and if so, what tracts; and if so, at what price, and how was the price to be fixed; and what provision, if any, was made for a settlement of a price in case of any disagreement between him and you; and whether or not any definite arrangement was then entered into for the purchase; and whether or not there was to be any subsequent interview upon the subject. Please state fully and particularly all which was then said and done.

3. Please state, if you have not already done so, whether or not the township, for which you went, was No. 40, and the tracts offered you were township No. 4, north division in Hancock county, and the strip north of and adjoining the same; and whether or not said Black was to have the two last named tracts explored, before naming the price, and if so, how soon; and whether or not, in case you refused to take said tracts at his price, any one else was to fix the price, and if so, who.

4. Please state whether or not you ever had any interviews with said Black, at any subsequent time, in reference to the purchase of said two tracts, and if so, at what time or times ; and please state fully what passed at each of said interviews.

5. Please state whether or not, at your first interview with said Black, he stated to you that there was an outstanding bond or contract which he wished to get up before he would sell those two tracts ; and whether or not any thing, and if so what, was said at that time about an outstanding bond or contract ; and when you for the first time learned the fact that there was an outstanding bond or contract, which formed in Col. Black's mind, an objection to selling to you and Davis, and from whom you learned it.

6. Please state whether or not, at any and what time, you stated to the defendant McCrillis the offer said Black had made to you and said Davis, and in what terms you stated the same ; and whether or not you stated that that offer had been accepted ; and whether or not said McCrillis offered to give you any sum of money, and if so, what sum, for a transfer to him of your interest in said offer ; and whether or not said offer of McCrillis was accepted, and the money paid you, and your interest transferred. Please state fully and particularly all that transpired between you and said McCrillis.

7. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

WILLIS & FESSENDEN,
Solicitors for defendants.

Plaintiffs cross interrogatories to Colby.

Cross interrogatories to be administered for the cross examination of Abraham Colby, a witness to be produced, sworn, and examined on the part of the defendants, in a suit in equity in the United States circuit court, for the first circuit and Maine district, wherein John Garrow and others are complainants, and Amos Davis and others are defendants.

The complainants object to all parol testimony on the direct examination relating to any written instrument, and all parol testimony going to prove any transaction between individuals which was evidenced by any written instrument, unless such instrument is produced; and they object to the 6th direct interrogatory, because it seeks to prove by parol what the defendant McCrillis alleges to have been in writing. Not waiving these objections, the following cross interrogatories are put:

1st cross interrogatory. Please state how long you have been acquainted with each of the individuals named in the first direct interrogatory, and when you first became acquainted with each.

2d. Where did you live during the years 1843 and 1844 ; and were

you in Bangor during the summer and fall of 1844, or any part of that time? Please be particular to specify every portion of that period which you spent in Bangor.

3d. Did you, in the fall of 1844, have any conversation with Ephraim Paulk about township No. 4, north division in Hancock county, and the strip of land north of and adjoining the same, or the outstanding bonds or contracts for the sale of the same? If yea, please state as far as you are able the full particulars of each and every conversation you had with said Paulk, and the time when each conversation occurred.

4. Did Amos Davis inform you that Ephraim Paulk or any one else had the said bonds and contracts for sale, and did he inform you that he had offered $1,000, or any other sum, for such bonds or contracts?

5. If you shall in answer to the last interrogatory that Davis informed you of his offer for said bonds or contracts, please say whether you understood that Davis made the offer for your benefit as well as his own.

6. Did you ever see Col. Black in relation to said township No. 4 when Davis was not with you? If so, when?

7. If you answer any of the inquiries of the 6th direct interrogatory in the affirmative, please say whether you had more than one conversation with William McCrillis upon the subject inquired about, and say at what place, house, or office any such conversation was had; and if you say money was paid to you, please to state at what particular time and place such money, and every part of it, was paid, and how it was paid; whether it was paid in bank bills, by check, or otherwise, and what you did with the money.

8. Had you, at the time you negotiated with McCrillis, any knowledge or information from Ephraim Paulk, or Amos Davis, or any other person, that said Paulk was agent, or had any control, of the outstanding bonds or contracts for the said lands; and did you then know that Davis had offered $1,000 for said bonds or contracts?

9. Did you, at the time you negotiated with McCrillis, communicate to him all the knowledge and information you had in the outstanding bonds and contracts which you derived from said Davis, Paulk, or any person other than Col. Black?

10. Did you communicate to McCrillis all that Col. Black had stated to you in relation to said bonds?

11. Did you ever explore said township No 4, and the strip of land adjoining it on the north?

12. How many years have you been in the habit, more or less, of exploring timber lands, with a view to ascertain the quantity and value of pine timber thereon, and of buying and selling such lands?

FESSENDEN & DEBLOIS,
Attorneys for Garrow et als.

Answer of Colby.

Deposition of Abraham Colby.

UNITED STATES OF AMERICA,
Southern district of New York, ss.

Deposition of a witness produced, sworn, and examined on the 29th day of July, 1850, at the city of New York, under and by virtue of a commission issued out of the circuit court of the United States for the district of Maine, first circuit, to be held at Portland, wherein John Garrow and others are plaintiffs, and Amos Davis and others are respondents, as follows:

Abraham Colby, aged fifty-five years and upwards, being by me duly and publicly sworn, according to law, and examined on the part of the respondents, doth depose and say as follows:

1. To the first interrogatory he saith: I am fifty-five years of age, and upwards; my place of residence was lately Eaton, in New Hampshire, but I am at present residing in Fredericksburg, Virginia. I know Amos Davis, Wm. H. McCrillis, and George W. Pickering, of Bangor, and am personally acquainted with them; and Ephraim Paulk I know by reputation, but have no personal acquaintance with him.

2. To the second interrogatory he saith: I did go with Amos Davis, above named, to Ellsworth, about November, 1843, (I think it was in that month and year,) and I called at that time, with said Davis, on said Black, the agent of the Bingham lands, for the purpose of making a purchase from him of a certain township known as number 40. Said Black declined selling number 40, but said he had another township which he would sell us at a very good bargain; said township which he proposed to sell us was number four, (4.) The price of said township was not definitely fixed at any specific sum, but he urged us to buy, and said the price should be satisfactory and liberal; and if there should be any difference of opinion between us as to the price, he agreed to allow it to be fixed by a gentleman then living in Bloomfield, on the Kennebec river, named Ebenezer Coburn. Mr. Coburn had done this kind of business for Col. Black to a considerable extent before. Mr. Davis and I acceeded to these terms, and agreed to take the township at the appraisal of Mr. Coburn, if we and Col. Black should disagree as to the price. The above arrangement for the purchase was then definitely made, and entered into by us verbally, each party agreeing to carry out the contract as above set forth. There was to be an interview between us subsequent to that of which I have spoken.

3. To the third interrogatory he saith: The township for which Davis and I went was township number 40, and the tracts offered to us *was* township number 4, north division, in Hancock county, and the strip north of and adjoining the same. Said Black agreed to have the last mentioned tracts explored before fixing the price. It was to

have been done immediately, in the course of two or three months, and, in case we disapproved of the price fixed by him, the price was to be fixed by Coburn, as I have stated.

4. To the fourth interrogatory he saith: I had one, and I think two, interviews with said Black, on the subject of the purchase of said township and strip of land, subsequent to the first which I have related. They were both of them within the next two years, but I cannot fix the exact time of these interviews. Both of the interviews were at Ellsworth, and at each of them there was a postponement of the time for completing the exploration and fixing the price of the land. The postponements were all made because Col. Black always said he was not ready to complete the business. At each of them assurances were mutually interchanged between us that the contracts above stated should be fulfilled and carried out by us.

5. To the fifth interrogatory he saith: Col. Black stated to Mr. Davis and me, at our first interview with him, that there was an outstanding contract between him and some other parties for the sale of No. 4 and the strip which he wished to get up; but he also said that the contract and all rights under it had been forfeited by the parties agreeing to purchase on account of their failure to fulfil on their parts, that it had ceased to have any valid legal effect, and formed no legal obstacle to the contract between us. This was said by Col. Black at the first interview above related between him, Mr. Davis, and myself. This was the first that I knew of the contract, and I was at this time told that it was of no legal obligation and effect. Said Black also told us that the parties with whom he had made that contract had written to him requesting him to release them, and offering to release all their rights (if any) under the contract if he would discharge them, which he said he could do.

6. To the sixth interrogatory he saith: I stated to the defendant, McCrillis, about two years after the first interview with Black above mentioned, the offer said Black had made me. I stated it fully, and as I have stated it above in answer to these interrogatories. The terms and language in which I stated it I cannot now recollect, but I stated it substantially as I have stated it above. I also stated to him at the same time that Mr. Davis and I had accepted the offer. At the same interview with McCrillis, he offered to give me seven hundred dollars for my interest in the offer, which sum I agreed to take, and assign to him all my interest in the offer. He paid me seven hundred dollars, and I executed to him a transfer of my said interest in the above mentioned offer or contract with Col. Black.

7. To the seventh interrogatory he saith: I know nothing more than I have stated.

ABRAHAM COLBY.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this 29th day of July, 1850, before me,

GEO. W. MORTON,
U. S. commissioner.

Answers of Colby to cross interrogatories.

1. To the first cross interrogatory he saith: I have known Davis and Pickering for twenty years. McCrillis I have known for about ten years, and Paulk I have known by reputation for about ten years, I should think. Davis and Pickering and McCrillis I first knew at Bangor, in Maine, and I first knew Paulk by reputation at Bangor.

2. To the second cross interrogatory he saith: In 1843 and 1844 my place of residence was Eaton, New Hampshire. I was in Bangor during those years several times; I should think three or four times, tarrying there from a few days to a few weeks at a time. I think that I was in Bangor in the summer or fall of 1844, but I do not recollect certainly, nor do I recollect how long I stayed there that summer or fall. I cannot recollect the particular time in either of those years when I was in Bangor. I was there, however, several times.

3. To the third cross interrogatory he saith: I have no recollection that I ever had any conversation with Ephraim Paulk, or any personal acquaintance with him in the fall of 1844, or at any other time, and I am fully of opinion that I never had any.

4. To the fourth cross interrogatory he saith: After my sale and transfer to McCrillis of my interest in the offer of Black, Mr. Davis told me that Mr. Paulk had some bonds or contracts for the sale of township No. 4 and the strip adjoining. He did not tell me that he had made an offer of any kind for them however, and I never heard that Mr. Paulk had any interest in them, or anything to do with them, until after my sale to McCrillis.

5. To the fifth cross interrogatory he saith: I did not understand he had made any offer for any one.

6. To the sixth cross interrogatory he saith: I think I never saw Col. Black respecting No. 4, except when Davis was with me.

7. To the seventh cross interrogatory he saith: I think I had several conversations with McCrillis on the subject of the offer of Black, all within a very few days of each other, and all about the time of my sale of my interest to him. They were all in Bangor, and I think all were in the Bangor House, some of them in my own private room, and some in the public rooms of the house. Mr. McCrillis paid me, as I have said, for my interest in the contract with Black seven hundred dollars. Two hundred dollars of the sum he paid me in cash at the time of sale, and five hundred he gave me his note for, which has since been paid. The money was paid and the note given in my room at the Bangor house. The note I sold in Boston, and the proceeds of it and the cash he paid me I used for my own purposes and benefit.

8. To the eighth cross interrogatory he saith: I had no information at all on the subject.

9. To the ninth cross interrogatory he saith: I communicated to McCrillis all the information I had from Col. Black, and I had no information on the subject from any one else.

10. To the tenth cross interrogatory he saith: Yes, I did.

11. To the eleventh cross interrogatory he saith: I was on it, and made some examinations, but not a thorough exploration.

12. To the twelfth cross interrogatory he saith: Prior to the last seven or eight years I had been for twenty years in the habit of exploring, more or less, timber lands, with a view to ascertain the quantity and value of pine timber thereon, and of buying and selling such lands.

ABRAHAM COLBY.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this 29th day of July, 1850, before me.

GEO. W. MORTON, *Commissioner.*

Defendants' interrogatories to Dodge.

Interrogatories to be administered to Addison Dodge, a witness to be produced, sworn, and examined in a suit in equity, now pending and at issue in the circuit court of the United States, for the first circuit, Maine district, wherein John Garrow and others are complainants, and Amos Davis and others are respondents. On behalf of the respondents.

1. Please state your age, residence, and occupation.

2. How long have you been a surveyor of lands? Have you, or not, been employed to survey and explore land for Col. John Black, of Ellsworth; if yea, for how long a time, how extensively, and in what part of the country?

3. State whether, or not, you ever surveyed and explored, for said Black, township No. 4, north division, in Hancock county, and the strip north of, and adjoining the same, prior to November, 1844. If yea, please state how much timber you found on said tracts, and the quality and value of the same; and what opinion you there formed of the value of said lands. At what price per acre would you have been willing to purchase the same, at that time?

4. Did you, or not, prior to November, 1844, communicate your knowledge of these tracts to said Black, and express to him your opinion of their value; if so, what information did you communicate, and what opinions did you express to him, upon the subject?

5. Do you know, or can you set forth, any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this, your examination, or the matters in question in this cause; if yea, set forth the same fully and at large in your answer.

WILLIS & FESSENDEN,
Solicitors for defendants.

Plaintiffs' cross interrogatories to Dodge.

Cross interrogatories to be administered for the cross examination of Addison Dodge, a witness to be produced, sworn, and examined on the part of the defendants, in a suit in equity in the United States circuit court, for the first circuit and Maine district, wherein John Garrow

and others are complainants, and Amos Davis and others are defendants.

The complainants object to the testimony sought by the direct interrogatories as irrelevant, because neither the quantity of timber on township No. 4, and the tract of land adjoining on the north, or its quality or value, or the value of the said lands, is in issue in the cause; and such testimony cannot be used to affect the testimony of Colonel John Black, because the interrogatories were not filed until long after the complainants' commission to take the testimony of said Black had issued. Not waiving these objections, the complainants put the following cross interrogatories.

1. If you say, in answer to the fourth direct interrogatory, that you communicated to John Black your opinion of the value of the tracts of land therein mentioned, please to state whether you thus communicated your opinion of the then actual and intrinsic value of the said lands, ~~or~~ their value as you supposed timber lands were then selling in the market.

2. Are you acquainted with Amos Davis, George W. Pickering, and William H. McCrillis, or either, and which of them, and how long have you known them respectively?

FESSENDEN & DEBLOIS,
Attorneys for Garrow et als.

Answers of Dodge.

Answers of Addison Dodge to the several interrogatories and cross interrogatories annexed to the commission hereto attached.

To the first interrogatory he saith: I am forty years of age; reside in Ellsworth, county of Hancock; by occupation a surveyor of lands and lumberman.

To the second interrogatory he saith: I have been a surveyor of land for the past nineteen years; I have been employed as a surveyor and explorer of lands, by Col. John Black, for some eighteen years; I have attended to all of said Black's surveying and exploring the Bingham lands, in the counties of Hancock and Washington, during that space of time; for some ten years I was almost constantly so employed, but not so much late years.

To the third interrogatory he saith: I did survey and explore prior to 1844, for Col. John Black, township No. 4, and the strip adjoining on the north, the same being in the north division, in the county of Hancock; I surveyed and made a general examination of said tracts about 1833; in 1843 I made a pretty thorough exploration of the same, and found a good chance for a winter's work for two teams on the southeastern part of said township No. 4; I then made a verbal report of such exploration to said Black, and he informed me that he had been offered thirty thousand dollars for the strip and township; and I then stated it as my opinion, that thirty thousand dollars was all said tracts were worth, and considered that sum a fair price; if I

had wished to purchase, would have given that sum, or have taken it, had I owned and held it for sale.

To the fourth interrogatory he saith: I did communicate the knowledge I had of those tracts, and the opinion I had formed of their value, to said Black prior to 1844, as stated in my answer to interrogatory three.

To the fifth interrogatory he saith: I know of nothing further, in my opinion, of any value to either party, in relation to said tracts of land, or any matters connected therewith.

To the first cross interrogatory he saith: The opinion I gave said Black as to the value of said township No. 4, and the strip adjoining on the north, was based upon my estimation of their actual value, as lands were then selling.

To the second cross interrogatory he saith: I am not acquainted with Amos Davis, George W. Pickering, and William McCrillis, or either of them; I have seen all of them, but never had any communication with either of them.

ADDISON DODGE.

STATE OF MAINE, *Hancock, ss.*

On this twenty-fifth day of July, A. D. 1850, by virtue of the foregoing commission, I caused Addison Dodge, the deponent therein named, to come before me, in Ellsworth, in said county of Hancock, and I carefully examined him on oath touching the premises, and I took his answers, under oath, to the several interrogatories and cross interrogatories, annexed to said commission, by me propounded to him, and reduced his answers to writing in his presence, and he signed the same in my presence.

THOMAS ROBINSON,
Commissioner.

PLAINTIFFS' EXHIBITS* FILED, TO WIT:

Receipt from John Black.

A.—Receipt from Black, see page 13.

Deed—Hastings to Garrow.

B.—Assignee's deed of bankruptcy—Hastings to Garrow.

This indenture, made this twenty-sixth day of November, in the year of our Lord one thousand eight hundred and forty-two, between Eurotas P. Hastings, assignee of the estate of John Garrow, a bankrupt, of the first part, and John Garrow of the second part, witnesseth: Whereas on the third day of October, one thousand eight hundred and

* Wherever papers filed as exhibits appear to be printed in the foregoing papers, the reprinting thereof is, by agreement, omitted.

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forty-two, an order was made by the district court of the United States, for the district of Michigan, in the words following, to wit:

DISTRICT COURT OF THE UNITED STATES,
For the district of Michigan.

In the matter of the petition of John Garrow to be declared a bankrupt, and to be discharged from his debts, October 3, 1842. John Garrow, of the town of Jackson, in the county of Jackson, and State of Michigan, having, on the sixteenth day of last past, filed his petition, duly verified, praying to be declared a bankrupt, and satisfactory proof being made of due publication of notice to all persons interested to appear in court this day, and show cause against said petition; and the court being now moved by Hale and Harding, of counsel for petitioner, and no cause being shown to the contrary, and the petition and proofs having been inspected, and considered by the court, and being found in conformity with the requirements of the act of Congress, and the rules of this court, it is thereupon now ordered and decreed by the court, that the said John Garrow be, and he is hereby, declared and decreed a bankrupt, pursuant to the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States, approved August 19, 1841." And whereas, on the same third day of October, one thousand eight hundred and forty-two, a further order was made by the said court in the words following, to wit:

DISTRICT COURT OF THE UNITED STATES,
For the district of Michigan.

In the matter of John Garrow, a bankrupt, Oct. 3, 1842. John Garrow having been this day, by order of this court, declared and decreed a bankrupt, it is thereupon ordered, that Eurotas P. Hastings, the official assignee, be, and he accordingly is hereby, appointed assignee of the estate of the said John Garrow pursuant to the act of Congress, entitled "an act to establish a uniform system of bankruptcy throughout the United States, approved August 19, 1841." And whereas the party of the second part has this day purchased of the said party of the first part the real estate hereafter mentioned and described, at and for the price of twenty-five dollars, the receipt whereof is hereby confessed and acknowledged: Now, therefore, in consideration of the premises aforesaid, the said party of the first part has granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said party of the second part, and to his heirs and assigns forever, all the right, title, and interest which the said John Garrow had on the said third day of October last, in and to certain lands situate in the county of Hancock, in the State of Maine, that is to say, in and to the undivided fourth part of the undivided fourth part of a tract of land comprising about thirty thousand acres of land in the county and State aforesaid, being township number four, and one third of another town-

ship adjoining on the north, and being in the Bingham purchase, so called. The said interest of said Garrow in said lands hereby conveyed being the same as is stated in the memorandum of agreement signed "N. Garrow," hereto annexed. Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging, or in any wise appertaining, and all the estate, right, title, and interest which the said John Garrow had in the said tract or parcel of land at the time he was declared and decreed a bankrupt in and by the order of court above recited. To have and to hold the said land and premises, and every part thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns forever, as fully and absolutely as the said Eurotas P. Hastings, assignee as aforesaid, might, could, or ought to sell and convey the same.

In witness whereof the said party of the first part has hereto set his hand and seal, the day and year first above written.

E. P. HASTINGS, [SEAL.]
Assignee of John Garrow.

Sealed and delivered in presence of—
Z. PLATT.
S. C. JACKSON.

STATE OF MICHIGAN,
County of Wayne, ss.

On this twenty-eighth day of November, in the year of our Lord one thousand eight hundred and forty-two, Eurotas P. Hastings, to me known to be the person described in, and who executed the above deed, personally appeared before me, and acknowledged that he executed the same.

S. C. JACKSON,
Master in chancery, W. C. M.

Statement between Nathaniel Garrow and John Garrow, of their respective interests in about 30,000 acres of land in Hancock county, State of Maine, being township No. 4, and $\frac{1}{3}$d of another township adjoining on the north, and being in the Bingham purchase.

N. Garrow owns the undivided $\frac{1}{4}$ part of the above land, and holds his interest by contract, and has paid in cash $25,100; and by note now in the hands of Levi C. Turner, or his assignees, of $7,500 or thereabouts, principal and interest, making in the whole paid in cash and note about $32,600.

John Garrow has paid in cash towards the land $8,000.

Now it is understood and agreed between N. Garrow and John Garrow, that John Garrow is to be the owner of one-quarter part of the above one-quarter owned by said N. Garrow, but said John Garrow's interest is to be subject to the payment of one-quarter part of $15,000 or thereabouts, and interest due on said N. Garrow's share to the Bingham estate, and to the payment of the one-quarter part of the said note

of $7,500 and interest. John Garrow is not to advance any money to make any payments whatever unless he shall so choose; but these payments are to be made out of the sale of the lands, and his interest to be chargeable therewith if paid in money by N. Garrow. In receiving any avails of the said lands, John Garrow's share is to be his proportion after the payment of any expenses necessary to produce such avails.

If N. Garrow should pay the $7,500 note by the transfer of 5,000 acres of land in Tennessee to the holder of that note, then John Garrow's share is not to be charged with the amount of the one-quarter of that note.

All necessary conveyances are to be made by N. Garrow to said John Garrow when the title becomes perfected, and if the land is sold, N. Garrow is to pay John Garrow, or his assigns, or representatives, his share, according to the above statement and stipulations.

N. GARROW.

Dated January 10, 1840.
In presence of—
THOMAS Y. HOW, Jr.

C.

Agreement between owners.

Agreement between owners of No. 4.

This agreement, made this twenty-eighth day of March, A. D. 1836, between Nathaniel Garrow, of Auburn, Heman Norton, of New York, both of the State of New York, George Gorham, of New London, in the State of Connecticut, and Charles Ramsdell, of Bangor, in the State of Maine, witnesseth:

That whereas said parties have an assignment from Nathaniel Norton and Jairus S. Keith, of two contracts made by John Black, of Ellsworth, in Maine, as agent of the devisees of Wm. Bingham, for the conveyance to Charles Ramsdell, aforesaid, of two certain tracts of land lying in Bingham Penobscot purchase, described as township No. 4, north division, in the county of Hancock, and a strip lying north of and adjoining said township No. 4, both in the State of Maine, to which contract reference is hereby made. And whereas said contracts are conditional for the payment of certain sums of money, as mentioned therein, to said Black, and said land is further incumbered by the several sums of money payable to said Norton & Keith, per their assignment, as particularly expressed therein. And whereas the parties have mutually agreed, among themselves, that the land aforesaid shall be pledged for the payment of all the sums of money, payable, as aforesaid, to said Black and Norton & Keith; and that, if any one of said parties shall fail to make his proportion of the payments as they respectively become due, the remaining parties, or any one of them, may advance the deficient payment aforesaid, and take the convey-

ance in his or their name, and hold the same, or dispose of the deficient person's proportion for his payment and indemnity.

Now, the parties do hereby mutually and respectively agree, each with the other, that if any one or more of the parties aforesaid shall and do fail to make his proportion of any of the payments aforesaid, as they respectively fall due, the other parties are hereby authorized and empowered, by said deficient party, to make his proportion of the payments which may have become due, and to take his proportion of the land aforesaid, which is hereby declared and agreed to be absolutely forfeited to the other parties. Provided, however, that said deficient party shall have the privilege of redeeming his proportion aforesaid, by the payment, within thirty days, of the sum or sums due, with three per cent. upon the amount, and not otherwise, nor afterwards; and the parties further agree, and do hereby mutually pledge the whole of the land aforesaid for security of the payments aforesaid; and that if any one or more shall fail to pay his or their proportion of the payment or payments of any of the sums aforesaid, they do hereby assign all their right, title, and interest in and to said land, and do hereby authorize said Black, or the devisees of said Bingham, to convey the lands aforesaid, to such of the parties or party, or their assigns, as shall make the payment aforesaid in default of the payment by any one or more of his or their proportion as aforesaid. And it is agreed that, in case of the failure of any one or more to make his payments as aforesaid, the whole of the remaining parties shall have the benefit of the forfeiture, on their making the said deficient payment, or if the whole of said parties or any one should decline paying his proportion of said deficient payment, the rights and privileges hereby secured shall and may devolve upon the other and remaining parties, or their assigns. In all cases the assigns of any of the parties shall be entitled to all the rights and privileges of the parties themselves.

In witness whereof the parties have hereunto, and to three others of like tenor and date, set our hands and seals the day and year aforesaid.

Signed,

HEMAN NORTON, ⊙
CHAS. RAMSDELL, ⊙
GEORGE GORHAM, ⊙
By COURTLAND STARR,
Attorney.
NATHANIEL GARROW, ⊙
By JOHN GARROW.

In presence of—
WILLIAM WILLIS.

D.

Assignment—Garrow to How and al.

Assignment—Nathaniel Garrow to How and al.

Know all men by these presents, that I, Nathaniel Garrow, of Au-

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burn, Cayuga county and State of New York, for and in consideration of moneys paid for me by George B. Throop and Thomas Y. How, jr., of the same place, and of moneys due by me to them, and of liabilities for me incurred by said Throop and How, do, by these presents, grant, bargain, sell, convey, and confirm unto Thomas Y. How, jr., and James Seymour, of Auburn, and their heirs and assigns, as trustees for the purpose hereinafter named, all my right and title in township No. 4, of the Bingham purchase, in the State of Maine, and in the fraction of a township lying north of, and adjoining to, said township No. 4, my interest therein being the two-third parts of one-third part of the whole thereof, the title to the same being in the Bingham estate, and held for the amount of the purchase money due thereon.

And I also sell, assign, transfer, bargain, sell, and convey, to the said Thomas Y. How, jr., and James Seymour, as such trustees also, for the purpose hereinafter named, all my real and personal estate, choses in action, chattels, *chattels*, real bonds, notes, accounts, stocks, and all claims or demands for money or property against all or any person or persons, association or associations, and every other description of property, real or personal, whatsoever, and wheresoever situated, and also all and any interest, claim, or demand, that I now have, or may hereafter have, against the United States of America, growing out of my services as marshal of the United States, for the northern district of New York, and any sum or sums of money that may now be due, or may hereafter become due, to me from the United States of America, and any drafts from the United States Treasury, or any department thereof, in which I may have any interest, to the extent thereof, and all fees that may now be due, or may hereafter become due, to me as such marshal.

The object and purpose of this conveyance and assignment being that said Thomas Y. How, jr., and James Seymour, shall first out of the avails of the real and personal estate herein and hereby conveyed and assigned, pay and satisfy to George B. Throop and Thomas Y. How, jr., and each of them, for all moneys paid out by them, or either of them for me, and for all money due by me to them, or either of them; and for all liabilities incurred by them, or either of them for me, and after so doing shall pay over the residue of the avails of said property to all my creditors in equal portions.

The schedules of the several sums of money paid by the said George B. Throop and Thomas Y. How, jr., or either of them for me, and the several sums of money due from me to them, or either of them, and of the several liabilities they, or either of them, are under for me, to be made out and attached to this assignment. Also a schedule of the property, both real and personal, hereby assigned to be also made and attached hereto, hereby giving and granting to said Thomas Y. How, jr., and James Seymour, in my name or otherwise, full power and authority to sue for, ask, demand, receive, and take possession of all and singular the property, both real and personal, herein and hereby assigned to them, the said Thomas Y. How, jr., and James Seymour,

are to retain for their services in the execution of this trust, in the first place, their reasonable charges and expenses, before paying over the avails of said assigned property as herein directed. The said assignees or trustees to exercise their discretion in the sale of any property hereby assigned, and to sell, dispose of, and convey the same upon such terms as to time and manner of payment as they shall deem best.

Witness my hand and seal this 10th day of February, A. D. 1841.

N. GARROW. [SEAL.]

Signed, sealed, and delivered, in the presence of—
M. S. MYERS.

Schedule of Nathaniel Garrow's liabilities to Thomas Y. How, jr.

February 10, 1841. The amount of three notes, signed by John Garrow, N. Garrow, and T. J. McMaster, each for $497 39, due in 1, 2, and 3½ years, from June 6, 1839, with interest - - - - - - - -	$1,492 77
February 10, 1841. Liability and payments to David Madden, on account of money borrowed by N. Garrow of said Madden, with interest from November 1, 1840 -	1,100 00
February 10, 1841. Note of N. Garrow to T. Y. How, jr., with interest from November 21, 1836 - - -	250 00
February 10, 1841. Note made by N. Garrow and E. E. Maurine, with interest from 15th April, 1839 - -	840 00
February 10, 1841. T. Y. How, jr., private account for services rendered by said How for said Garrow, from April, 1837, to date - - - - - - - -	300 00
February 10, 1841. Liabilities of said How as bail for said Garrow to the United States, for any balance that may be due on the settlement of his accounts as marshal, amount not ascertained.	

CAYUGA COUNTY, *ss.*

On this 11th day of January, 1845, personally appeared before me, Joseph L. Richardson, first judge of Cayuga, Michael S. Myers, to me personally known, who being duly sworn said, that he resides in the village of Auburn, Cayuga county; that he saw Nathaniel Garrow, to him known to be the person described in and who executed the within assignment, duly execute the same, and that he did at the same time subscribe his name thereto as a witness.

J. L. RICHARDSON.

Left for record April 30th, 1850.

Recorded in book 80 of deeds, at page 66, &c. April 30, 1850, 12 M.

STATE OF NEW YORK,
County of Cayuga, ss.

I, Ebenezer B. Cobb, clerk of said county, do certify, that the fore-

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going is a true copy of the record of a deed recorded in the clerk's office of said county, in liber 80, page 66, &c. April 30, 1850, at 12 M., and the whole thereof.

In witness whereof I have hereto set my hand and affixed my seal of office, this 25th day of June, 1850.

E. B. COBB, [L. S.]
Clerk of Cayuga county.

E.

Letter from Paulk to Miller.

BANGOR, *Tuesday, 15th Oct.*, 1844.

DEAR SIR: I returned from Boston last Saturday, and this morning a gentleman called to see me with regard to No. 4. He offers to get up your notes and give you $1,000 in cash for an assignment of Col. Black's bond, and I think he may be willing to give even more than that amount, but of this I am not sure. Col. B. has not yet returned; as soon as he does I shall go and see him, and ascertain the lowest price he will sell the land to you for, and if anything more than $1,000 can be saved I will do it; if not you had best take your notes and the money and settle it up. The man wants to see the bond, and is prepared to close it immediately. Will you please enclose the bond to me by return mail, with power of attorney to assign the same, and I will do the best I can for you. Also give me any instructions you may think proper with regard to it, and they shall be followed to the letter. Do not fail to reply by return mail, as the man who is negotiating wants to commence operations this winter, and if he does not get this, he wants to take hold of one of the east branch townships.

He has an idea that with an assignment of the bond, standing in your shoes, he can get the land for $1 00 per acre. If I trade with him I shall of course not give up the bond until I have your notes in my possession. Please describe your notes, number, date, and amount.

Yours, truly, E. PAULK.

F.

Letter from Paulk to Miller.

BANGOR, *17th October*, 1844.

DEAR SIR: There are several persons now who want No. 4. None however are willing to give more than $1 00 per acre for it, and they think they can get it for that; they all want the bond to assist them in their negotiations, and are willing to pay something for it; two have offered $1,000. Mr. Dwinal, the last man who made the offer, left in the boat this morning for Boston, and I think may come and see you with regard to it; you will however do nothing with him, as it may interfere with my arrangements; unless he gives more for it it

belongs to another man. I am going to Ellsworth to-morrow (Col. B. having returned last evening) to see what can be done with Col. B. I shall get a definite proposition from him before I leave him, and then come to Bangor and do the best I can for you. If Col. B. will take of the holders of his bond less than $1 00 per acre, something handsome may be saved; if not, I shall dispose of the bond to the person who may give the most for it, returning your notes. I find that nothing has been lost by my absence; my inquiries stirred them a little, and the lump is just beginning to work; don't fail to send me the bond with power to assign, and such further instructions as your wisdom may suggest.

In haste, yours, truly, E. PAULK.

GEORGE MILLER, esq.

If Mr. Dwinal comes to see you, inform me of any proposition he may make to you.

G.

Letter from Paulk to Miller.

MARLBORO' HOTEL, BOSTON,
Thursday morning, 24th October, 1844.

DEAR SIR: I left Bangor Monday morning and went to River Head Tuesday to see you, but you had left for New York and Boston. What is done with Col. B. must be done this week. I am offered $1,000 for the bond, and perhaps can get more. You will please call and see me immediately on your arrival in the city.

Yours, truly, E. PAULK.

H.

Letter from Paulk to Miller.

MARLBORO' HOTEL, BOSTON,
Friday, a. m., 25th October, 1844.

Mr. MILLER.

DEAR SIR: I left Bangor Monday morning, and have been after you ever since. Col. B. will do nothing without the bond. I am offered $1,000 for it, &c. Call and see me immediately on receipt of this, as I leave at 4 o'clock for Bangor. What is done must be done this week, so says Col. B.

Yours, truly, E. PAULK.

I.

Letter from Paulk to Miller.

BANGOR, *9th November,* 1844.

DEAR SIR: I have been to see Col. B. twice since my return, and

much to my surprise he asked, as his lowest price, $1 50 per acre, ¼ cash, 1, 2, and 3 years for the balance. His statement is as follows, viz:

Amount original purchase money as per notes - -		$86,412 00
Amount rec'd of purchaser and assigns -	$34,005 24	
For stumpage - - - - - - -	4,280 04	
		38,285 28
Amount due without interest - - - - - -		$48,126 72
Balance—Interest to 5th November, 1844 - - -		44,155 96
Amount due 5th Nov., 1844, as per bond - - -		92,282 68
There is 28,804 acres, at $1 50 per acre is - - -		43,206 00

Thus you see he is willing to deduct but little more than the interest. Now no one considers the township worth more than $1 00 per acre, so that I shall sell the bond for the most I can get for it before the applicants find out from Col. B. the price. I have a standing offer of $1,050 for the lands, but Col. B. insists upon having power attorney from Mr. Garrow's representatives, and from Hoburn and Starr, of New London. I have written to Samuel Hoburn and Franklin Starr, and want you to write immediately on receipt of this to Mr. Garrow's representatives, requesting them to send me power attorney direct to Bangor. You had best write them fully with regard to it, so that there can be no mistake about it. As soon as I notify Col. B. of the transfer, he will declare a forfeiture on the bonds.

Will write you more fully by and by. Please inform me when you write to Mr. Garrow, that I may calculate about when to expect to hear from them.

Yours, truly,

E. PAULK.

We must also have power attorney from A. and C. Post, which you will please forward.

Letter from Paulk to Miller.

J.

BANGOR, *Monday morning, 18th November*, 1844.

DEAR SIR: Yours of the 12th was received 11 o'clock Saturday evening. I had sold the bonds for $1,050, but on receipt of your letter I immediately called upon the gentlemen to whom I sold, and told them that upon further consideration I must communicate with you before transferring the bonds, and asked them to suspend their offer, or rather to continue it until I could do so. They said at first that they would not, but finally said that they would wait until Monday, 25th inst., and no longer; if they have it they want to operate the coming winter, and in order to do so the matter must be decided immediately. I fear that if we let this opportunity slip we shall get nothing for the bonds, as the other applicant backed out immediately on ascertaining the price. I have written Col. B. that at his price,

$1.50, we can save nothing, and asking of him a reduction of price, but have received no answer as yet. You will see that it is necessary for you to be here Saturday, 25th, in order to save the offer we have had; and if you purchase yourselves, it is equally important, as there will then be hardly time to locate teams, and you would not want to have one year's interest accrue without getting something off. Now, all things considered, let nothing prevent your coming Saturday next. It will be necessary for you to come to Boston Thursday, as evening cars leave Friday afternoon, 4 o'clock. You had best come to my house; there no one will know of your being here; if you go to Bangor house, Jewett may hear of it; I can then show you all my correspondence with Col. B., and we can then judge what course is best to pursue. I think after seeing Col. B. you will concur in my arrangement. Don't let any thing prevent your being here Saturday. It will not be important that you have your power attorney from Garrow to make any negotiation; you can procure that afterward.

Yours, truly,

E. PAULK.

If Mr. Miller is absent, Mrs. Miller will please have this forwarded to him by the earliest possible opportunity.

Letter from Paulk to Miller.

K.

BANGOR, *5th December*, 1844.

DEAR SIR: I waited until the 26th for you to arrive, and then assigned the bonds to Amos Davis for $1,050, which was the best I could do, with the understanding that Mr. D. might carry on the negotiation through me, as your agent, by paying me for my time after that date; I also made a bond, which Mr. D. signed, that in case Col. B. should be by any means induced to take less than $1.00 per acre for the land, to pay the amount of such reduction to you; $1.00 per acre being the price which he was willing to pay. I afterward went down to see Col. B. twice with Mr. Davis, and finally succeeded in getting his price down to $1.25, ¼ cash, 1, 2, and 3 years' interest annually for the balance. Mr. Davis then, by offering him all cash, succeeded in getting him down so that the lands costs him $1.15 or $1.16 per acre; and I think he has a hard bargain. I have seen two reports of exploration; the result of both is, that $1500 to $2000 must be expended on the stream before any logs can be got advantageously. One report says 7,000,000 of pine on the land, the other 10,000,000; take the largest report, and call the stumpage $4.00, which is high, except for the very best timber, we have $40,000 for the land. I did not expect to see it reported less than 15,000,000 of timber, and then $1.00 dollar would be all any man ought to pay for it, as you will readily see by calculating the interest on the investment. Mr. Davis, however, will make money out of it if any one can, as he owns his mills, and will cut and saw the timber himself.

I herewith send you, on another sheet, my account; I have charged

you what I paid out for expenses, and $3 per day for the actual time employed, which I trust will be satisfactory, as it has turned out. I could have made more in my regular business during my absence than I have charged you; but I hoped to have done better for you, in which case I should have charged more; but as it is, it is a very hard case for you all.

Mr. Davis' was the only offer I had for the bond, except on condition that the land could be obtained for $1.00 per acre. Mr. D. puts on four teams this winter. I enclose cashier's check on Suffolk Bank for $913, being balance due you as per account rendered.

Very respectfully and truly, yours,

EPHRAIM PAULK.

L.

Paulk's account.

George Miller and others in account with E. Paulk.

1844.	Dr.
Sept. 14, for three days time spent in making inquiries with regard to No., at request of Mr. Miller, $3 - - -	9 00
Sept. 21, paid J. Danforth for horse and carriage to Ellsworth to see Colonel Black - - - -	5 00
Expenses, 1.00, my time one day, 3.09 - - -	4 00
Oct. 17, paid Danforth horse and carriage to Ellsworth to see Col. Black - - - - - -	5 00
Expenses 1.00, my time one day, 3.00 - - -	4 00
Oct. 30, paid expenses to New York to see Mr. Miller and Heman Norton - - - - - -	56 50
My time, 14 days, going to New York, $3.00 - -	42 00
Nov. 1, paid Danforth horse and carriage to Ellsworth to see Col. Black - - - - - -	5 00
Expenses, 1.00, my time one day, 3.00 - - -	4 00
Nov. 7, paid Danforth two horses and carriage to Ellsworth to see Col. Black - - - -	6 00
Expenses, 1.00, my time one day, 3.00 - - -	4 00
Nov. 18, paid postage and expenses - - -	2 50
Dec. 5, William H. Mills (cash) check on Suffolk bank, Boston, to balance - - - - -	913 00
	$1,060 00

George Miller and others in account with E. Paulk.

1844.	Cr.
Nov. 4, by cash of George Miller, esq., in two remittances -	$10 00
Nov. 26, this amount received of Amos Davis for bonds of No. 4 and strip - - - - - -	1,050 00
	$1,060 00

EPHRAIM PAULK.

Bangor, 5th December, 1844.

M.

Letter from Paulk to Miller.

BANGOR, *27th December*, 1844.

DEAR SIR: Yours of the 12th inst. was received yesterday, owing to my absence; at my earliest leisure I will furnish you with a full copy of my communications with Col. Black, and of all my negotiations upon the subject matter of No. 4; you will then see that I have done the best that could have been done with the bonds. Mr. Davis has obtained from Col. Black a still further deduction, and finally took a bond at $30,000 for the land, $7,500 cash, 1, 2, and 3 years for the balance, and Mr. Davis has a hard bargain at that. I would not give 75 cents an acre for the land; but I will give you full particulars in a few days. Yours, truly, E. PAULK.

N. Letter from Black to Miller, of 22d July, 1844, see p. 15.

O.

Letter from Pickering to Miller.

BANGOR, *July 2d*, 1845.

DEAR SIR: Yours of 26th is received, making a demand on me for additional pay for land I had bought and paid for. I was surprised at the demand, and say, in answer to your letter and demand, that I have paid for my interest in the bond referred to all I shall ever pay, and shall open no further negotiations with any one; the propriety of suspending all correspondence with you or any one else you will admit, having made and concluded a bargain in good faith with the holder of the bond from Col. Black.

I beg liberty to say to you, that I have reason to believe that your demand is made under a misapprehension of the case, and had you called on me at Bangor, I should with pleasure have given you any information in my power.

I have shown your letter to Mr. Davis and Mr. Paulk. Mr. Paulk says he forwarded the papers referred to this spring, and presumes they did not reach you, and was surprised that you did not tell him.

Yours, respectfully,

GEORGE W. PICKERING.

P.

Letter from Pickering to Miller.

BANGOR, *January 28th*, 1846.

GEORGE MILLER, esq., SIR: Since I saw you, I have been absent from home much of the time; so has Mr. Paulk; he is now here, and I have his promise that the papers referred to shall be immediately made, and when I get them will see them forwarded.

Yours,

GEORGE W. PICKERING.

Copies of certificates of explorers marked "schedule A," see pages 27 and 28.

Letter from Miller to Paulk.

Defendants' exhibits filed, to wit:

Aa.

NEW LONDON, *September* 11, 1844.

EPHRAIM PAULK, esq. DEAR SIR: Early in August last I received a letter from Col. Black, of Ellsworth, stating that he wished to know whether the holders of the bonds which he gave to Charles Ramsdell for the sale of township No. 4, in Hancock county, intended to redeem the township; that he had heard nothing from us in several years; that he had had several applications to purchase the township, and that he wanted the matter closed without much further delay. I wrote to Colonel Black that I hoped something might be done to redeem the township; that I would come and see him in August, and then that I would come this week; but business and ill health has made it impossible for me to come as yet, and it is not probable I can come within three or four weeks. I therefore want you to ascertain, if you can, what is the present value of the township in the market, and who the persons are that want to purchase it from Col. Black; and then go see Col. Black, and whether he will do any thing, and what, to favor us. I will write you again in a few days, and send a letter to Col. Black, authorizing you to act for us. I expect to be in Boston the whole of next week, and wish you to write me there.

Very respectfully, yours,

GEORGE MILLER.

P. S.—I believe Col. Black has received on the township about $1 20 per acre, and one year's interest, and that there is now due to him, including principal and interest, about $1 70 per acre; he sold at $3 per acre in February, 1835. If Col. Black will favor us any, on account of the money we have paid, or if the township is now really worth more than the amount due to Col. Black, the parties interested may be able to save something.

A. Letter from Miller to Paulk, of 13th Sept., 1844, see page 51.
B. Copy of do. Paulk to Miller, of 18th Sept., 1844, see page 51.
C. Copy of do. Paulk to Miller, of 21st Sept., 1844, see page 52.
D. Power of attorney from Norton to Paulk, see page 53.
D. Power of attorney from Miller to Paulk, see page 54.
E. Copy of power of attorney from Osborn to Starr.

Copy of power of attorney, Osborn to Starr.

Know all men by these presents, that I, Marcus B. Osborn, of New London, in the State of Connecticut, do hereby constitute and appoint my partner in business, Mr. Courtland Starr, of New London aforesaid, my true and lawful attorney, for me and in my name to execute all such instruments and obligations, and to make such endorsements as he may deem necessary, and to do all and singular the acts, and to

make the contracts for the performance of acts by me, which he may deem necessary and proper, and which he might not be authorized to do as my partner without this special authority and license. And I do hereby acknowledge myself to be firmly bound by all his acts, done in my name as aforesaid, as if the same were done by myself personally. The object of this instrument being to enable him to act for me during my absence from the city of New London, and at all times in other places where I am not personally present.

Done at Sag Harbor, in the State of New York, this thirteenth day of January, 1837.

Signed, MARCUS B. OSBORN.

In presence of—
Signed, M. A. STARR,
JOHN P. OSBORN.

STATE OF NEW YORK,
Suffolk county, ss.

On the day of the date hereof, before me, John P. Osborn, a public notary in and for the State of New York, personally appeared Marcus B. Osborn, a person well known to me, and acknowledged the within power of attorney as his voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal, this thirteenth day of January, 1837.

[L. S.] Signed, JOHN P. OSBORN,
Notary public.

E. Assignment from Gorham to Osborn & Starr, pages 56, 62.
E. do. do. Osborn & Starr to Miller and als., page 55.
F. Letter from Black to Paulk, of 5th November, 1844, page 62.
G. do. do. do. do. of 7th November, 1844, page 63.
I. do. do. do. do. of 13th November, 1844, page 64.
K. do. do. Miller to Paulk, of 12th November, 1844, page 64.
L. Obligation, Davis to Paulk, see page 65.
M. Letter from Miller to Paulk, of 20th November, 1844, page 65.
N. Letter from Paulk to Black, of 18th November, 1844, page 66.
P. Assignment from Norton to Remson.

Assignment, Norton to Remson.

In consideration of one dollar, to me in hand paid by Edward Remson, of the city of New York, the receipt whereof is hereby confessed and acknowledged, I do hereby bargain, sell, transfer, and assign, unto the said Edward Remson, all my right in the annexed obligation,*

* For the obligation or bonds referred to, and additional assignments thereon, see pages 57, 58, and 59.

and all my right, title, and interest in the premises therein described, forever.

Signed, HEMAN NORTON.

Dated New York, 7th May, 1836.

Witness—Signed, JNO. J. FAY.

P. Assignment from Remson to Norton.

P.

Assignment—Remson to Norton.

Assignment from Remson to Norton.

In consideration of one dollar, to me in hand paid by Heman Norton, of the city of New York, the receipt whereof is hereby acknowledged, I do hereby assign, sell, transfer, and set over, all my right, title, and interest in the annexed bond to the said Heman Norton, and to the premises therein described.

Dated New York, Sep. 10th, 1838.

Signed, EDWARD REMSON.

Witness—

(Signed,) HENRY J. SEAMAN.

P.

Same from Paulk to Davis.

Assignment from Paulk, as agent of Norton and Miller, to Davis.

ELLSWORTH, *28th November*, 1844.

In consideration of an agreement and obligation made to us by Amos Davis, and of one dollar to us paid by said Davis, the receipt whereof we hereby acknowledge, we do hereby assign, transfer, set over, and sell to said Davis all our right, title, and interest, as assignees, trustee, or otherwise, in and to two certain bonds given by John Black, agent for the trustees of estate of the late William Bingham, to Charles Ramsdell, for the conveyance of township No. 4, in Bingham Penobscot purchase, in Hancock county, and the strip north of same, in February, 1835, and by subsequent assignment and transfer assigned to us.

Witness our hands and seals the day and year above mentioned.

Signed, HEMAN NORTON, [SEAL.]
GEORGE MILLER, [SEAL.]
By their attorney, EPHRAIM PAULK. [SEAL.]

Attest:
(Signed, JAMES GRANT.

P. Assignments† from Norton to Remson, and Remson to Norton.

† For the obligation or bond herein referred to, and additional assignments thereon, see pages 59, 60 and 61.

P. (The same in terms as the preceding between same parties.)
Q. Letter from Miller to Paulk of 12th Dec., 1844, page 67.
R. Letter from How to Paulk, 31st Jan., 1845, page 68.
R. Letter from Norton to Paulk, 19th Aug., 1845, page 68.
No. 1. Copy from Black's contract with Davis, page 110.
No. 2. Letter from Miller to Davis of 30th Dec., 1844, p. 111.
No. 4. " " same to same, 20th March, 1845, p. 23.
A. " " Miller to Pickering, 26th June, 1845, p, 78.
B. " " same to same, 31st Jan. 1846, page 80.

And said cause is again continued to September term, A. D. eighteen hundred and fifty. And at an adjournment of said September term, held on the seventh day of April, A. D. eighteen hundred and fifty-one, said cause is set down for argument at April term of the year last aforesaid, to which the same is again continued. And at said April term said cause is fully heard and argued, and continued for advisement to the present term, when the following decree is passed, to wit:

Final decree.

MAINE DISTRICT, CIRCUIT COURT, U. S., *ss:*

September term, A. D. 1851.

JOHN GARROW and als.
vs.
AMOS DAVIS and als.
} In equity.

This cause came on to be heard at the last term, upon the bill, answers, pleadings, and evidence, and was argued by counsel, and thence continued for advisement to the present term. On consideration whereof it is now ordered, adjudged, and decreed, that the plaintiffs' bill be dismissed, with costs for the defendants.

Attest: GEO. F. EMERY, *Clerk.*

And thereupon the plaintiffs claim an appeal an appeal as follows, viz:

Claim of appeal.

To the honorable the judges of the circuit court of the United States, held at Portland, within and for the Maine district, on the twenty-third day of September, in the year eighteen hundred and fifty-one—

In the matter of the bill in equity, wherein John Garrow, Thomas Y. How, jr., James Seymour, and George Miller, are complainants, and Amos Davis, George W. Pickering, Wm. McCrillis, and Ephraim Paulk, are defendants; the court having in this cause ordered and decreed, upon a hearing of the cause, that the complainants' bill be dismissed with costs, the said complainants here in court claim an appeal from the said order and decree to the Supreme Court of the United States, and pray the court here that the said claim may be granted and allowed.

JOHN GARROW and others,
By FESSENDEN & DEBLOIS.

And, in pursuance of said prayer, the plaintiffs file the following bond, viz:

Bond.

Know all men by these presents, that we, *George we*, George Miller, of the town of Riverhead, in the county of Suffolk, and State of New York, John N. Post, of the town of Southampton, in the county and State aforesaid, and Joshua L. Wells, jr., of the said town of Riverhead, are held and firmly bound unto Amos Davis, George W. Pickering, William McCrillis, and Ephraim Paulk, all now, or lately, of the city of Bangor, in the State of Maine, in the sum of five hundred dollars, to be paid to the said Amos Davis, George W. Pickering, William McCrillis, and Ephraim Paulk, their executors, or administrators; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, [and] dated the fourth day of February, in the year one thousand eight hundred and fifty-two.

Whereas, in a suit in equity in the United States circuit court, for the first circuit and district of Maine, wherein John Garrow, Thomas Y. How, jr., James Seymour, and the above bounden George Miller, are complainants, and the above named Amos Davis, George W. Pickering, William McCrillis, and Ephraim Paulk, are defendants, the said complainants have appealed from the final decree made therein to the Supreme Court of the United States.

Now, therefore, the condition of this obligation is such, that if the said John Garrow, Thomas Y. How, jr., James Seymour, and George Miller, shall and do diligently prosecute such appeal, and shall and do pay all costs and damages that may be awarded against them thereon, then this obligation to be void, otherwise to be and remain in full force and virtue.

J. H. POST, [L. S.]
GEORGE MILLER, [L. S.]
JOSHUA L. WELLS, Jr. [L. S.]

Sealed and delivered in the presence of—
NATHAN CORWIN.

STATE OF NEW YORK, *county of Suffolk, ss:*

On this fourth day of February, 1852, before me came George Miller, John H. Post, and Joshua L. Wells, jr., known to me to be the individuals described in, and who have executed the within obligation, and severally acknowledged that they have executed the same as their deed.

NATHAN CORWIN,
Justice of the peace.

STATE OF NEW YORK, *county of Suffolk, ss:*

John H. Post and Joshua L. Wells, jr., two of the within named